



04-26-2004

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3. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Fleet Capital Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

Additional name(s) of conveying party(ies) attached? Yes No (No checked)

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Termination and Release (checked)

Execution Date: April 2, 2004

2. Name and address of receiving party(ies)

Name: Moore Medical Corp. Internal Address:

Street Address: 389 John Downey Drive

City: New Britain State: CT Zip: 06050

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (No checked)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1427088

Additional number(s) attached Yes No (No checked)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sharon M. Mason, RP

Internal Address:

Street Address: Bingham McCutchen LLC

One State Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon M. Mason Name of Person Signing

Signature

04/16/2004 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002954 FRAME: 0788

**TERMINATION AND RELEASE  
OF  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of April 2, 2004, by and between **FLEET CAPITAL CORPROATION**, a Rhode Island corporation with a place of business at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033 (the "Lender") and **MOORE MEDICAL CORP.**, a Delaware corporation (the "Assignor").

**WHEREAS**, pursuant to the terms of the Trademark Collateral Security and Pledge Agreement (as amended, the "Trademark Agreement"), dated as of January 26, 2001, between the Assignor and the Lender and recorded with the U.S. Patent and Trademark Office at Reel 002246, Frame 0892, the Assignor granted to the Lender, a security interest in and lien on, and collaterally assigned to the Lender all of its trademarks, trademark registrations, and associated goodwill, including, without limitation, the trademarks and trademark registrations identified on Schedule A attached hereto (such trademarks and trademark registrations are referred to herein as the "Named Trademarks"); and

**WHEREAS**, the Lender has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Assignor hereby agree as follows:

1. **Release and Assignment**. The Lender hereby terminates and releases its security interest in and lien on all of the Assignor's Named Trademarks, and the Lender hereby assigns and transfers to the Assignor, without recourse, all of the Lender's right, title and interest in and to each of the Named Trademarks purported to be owned by the Assignor and the goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance**. The Assignor hereby acknowledges and accepts the foregoing release and assignment by the Lender.

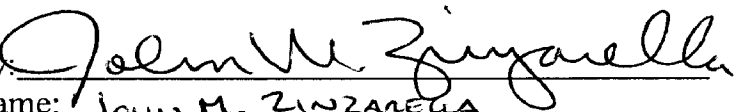
3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank. Next page is a signature page.]



Accepted:

**MOORE MEDICAL CORP.**

By: 

Name: JOHN M. ZINZARELLA

Title: VICE PRESIDENT OF FINANCE, TREASURER & CFO

[Signature page to Termination and Release of Trademark Collateral Security and Pledge Agreement]

**TRADEMARK**  
**REEL: 002954 FRAME: 0791**

**SCHEDULE A**

Trademark Registration Nos.

1427088

Schedule A-1

CTDOCS:1583933.1

**RECORDED: 04/21/2004**

**TRADEMARK  
REEL: 002954 FRAME: 0792**