



05-18-2004

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings ⇨ ⇨ ⇨ ▼

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

## 1. Name of conveying party(ies):

Microtek Medical, Inc. 5/13/04

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State - Delaware  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Assignment for Security

Execution Date: February 23, 2004

## 2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal

Address: \_\_\_\_\_

Street Address: 1166 Avenue of the Americas

City: New York State: NY Zip: 10036

☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☐ Corporation-State \_\_\_\_\_  
a New York banking corporation☒ Other as agent

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,496,656

Additional number(s) attached ☒ Yes ☐ No

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

Name: Debra Schaumberger, Esq.

Internal Address: Kaye Scholer LLP

05/17/2004 MGETACHE 00000061 1496656

40.00 OP  
50.00 OP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

## 6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
copy of the original document.

Johanne R. Rémy

Name of Person Signing

Signature

MAY 13, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS AND TRADEMARKS APPLICATIONS

<u>Trademarks</u>	<u>Registration #</u>	<u>Date Registered</u>	<u>Country of Registration</u>
C.P.R. Microshield	1,496,656	7/19/88	USA
Microshield	1,477,552	2/23/88	USA
MDI Stylized	1,529,569	2/24/89	USA

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, Microtek Medical, Inc., a Delaware corporation (herein referred to as "**Assignor**"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Assignor is obligated to JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank) and the other banks and other financial institutions (the "**Lenders**") party to the Amended and Restated Credit Agreement, dated as of May 14, 2001 (as the same may be further amended, modified or supplemented, the "**Credit Agreement**"), among Microtek Medical Holdings, Inc. (f/k/a Isolyser Company, Inc.), the Assignor, the Guarantors named therein (the "**Guarantors**"), JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as agent (in its capacity as agent referred to herein as the "**Assignee**") for (i) the Lenders and (ii) itself as issuer of the Letters of Credit, and Assignor has entered into an Amended and Restated Security Agreement and Mortgage-Patents and Trademarks dated as of August 30, 1996 (the "**Agreement**") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are subject to the terms and provisions set forth in the Agreement.

Assignee's address is 1166 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 23<sup>rd</sup> day of February, 2004.

(MICROTEK MEDICAL, INC.

By   
Name: Dan R. Lee  
Title: President & CEO

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