

6/1/04

06-03-2004

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



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

102757727

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

1. Name of conveying party(ies): Fleet National Bank
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Emed Co., Inc.
Internal Address:
Street Address: P.O. Box 369
City: Buffalo State: NY Zip: 14240
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Release of Security
Execution Date: May 19, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,058,453
Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Terri S. Flynn
Internal Address: Quarles & Brady LLP
Street Address: 411 East Wisconsin Avenue
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
[] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 17-0055

06/03/2004 01 FC:8521

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.
Terri S. Flynn Name of Person Signing
[Signature] Signature
May 26, 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: 002981 FRAME: 0491

TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

EMED CO., INC.

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of May 20, 2004, by **FLEET NATIONAL BANK (f/k/a BankBoston, N.A.)**, a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as administrative agent (hereinafter in such capacity, the "Agent"), in connection with the Revolving Credit and Term Loan Agreement, dated as of April 26, 1999 (as amended and in effect, the "Credit Agreement"), by and among EMED Co., Inc. (the "Borrower"), Summit/EMED Holdings, LLC, the Agent and the lending institutions party thereto (the "Banks").

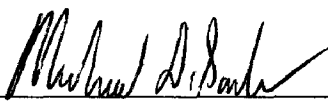
WHEREAS, in connection with the Credit Agreement, the Borrower and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of April 23, 1999 (the "Trademark Agreement"), which Trademark Agreement was recorded May 10, 1999 with the United States Patent and Trademark Office at Reel 1896, Frame 0024 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Borrower granted to the Agent, for the benefit of the Agent and the Banks, a security interest in, and granted, assigned and conveyed to the Agent, for the benefit of the Agent and the Banks, by way of collateral security, the Borrower's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Borrower its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Borrower, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

FLEET NATIONAL BANK.,
as Agent

By: 

Michael DiSandro,
Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 17th day of May, 2004, before me, the undersigned notary public, personally appeared Michael DiSandro, proved to me through satisfactory evidence of identification, which were R.L. Lic 19/2003, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as Director for Fleet National Bank, a national banking association).

Green Liberty
Notary Public
My Commission Expires: 10/20/06

[Handwritten flourish]

EXHIBIT A

EMED CO., INC.

Trademarks

| | Registrations United States Patent and Trademark Office | |
|----------------------------------|--|--------------------------|
| <u>Trademark or Service Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
| Inner/Grafix II | 1,058,453 | 2/08/1977 |