

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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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):
Albion Alliance Mezzanine Fund II, L.P.

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

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

2. Name and address of receiving party(ies)
Name: Wachovia Bank, National Association
Internal _____
Address: _____

Street Address: 225 Water Street - FL0070
City: Jacksonville State: Florida Zip: 32202

Individual(s) citizenship _____
 Association National Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release and termination of Security Agreement pursuant to payoff
Is this attached as Exhibit "A"? Execution Date: September 17, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See Exhibit "B" attached hereto.

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Exhibit "B" attached hereto.

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brendan A. Barry, Esq.
 Internal Address: Angelo, Barry & Banta, P.A.

Street Address: 515 East Las Olas Boulevard
Suite 650

City: Fort Lauderdale State: Florida Zip: 33301

6. Total number of applications and registrations involved: 11


7. Total fee (37 CFR 3.41)..... \$ 290.00
 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.
Angelo, Barry & Banta, P.A.
Brendan A. Barry, Partner
 Name of Person Signing


 Signature

February 9, 2005
 Date

Total number of pages including cover sheet, attachments, and document: 3

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

OP \$290.00 76186497

EXHIBIT "B"**TRADEMARKS**

	<u>Trademark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date/Status</u>
1.	DIALET	73-644,460	1,457,313	September 15, 1987
2.	LITE TOUCH	76-091,569	2,712,508	May 6, 2003
3.	PRESTIGE IQ	76-150-528	2,626,223	September 24, 2002
4.	PRESTIGE LITE TOUCH	76-092,196	2,539,666	February 19, 2002
5.	PRESTIGE LX	76-186,497	N/A	Published for Opposition August 5, 2003
6.	TRUETRACK SMART SYSTEM	78-129,339	N/A	Notice of Allowance issued July 22, 2003
7.	PRESTIGE SMART SYSTEM	76-091,568	N/A	Approval for Publication dated August 1, 2003
8.	TRUETRACK SMART SYSTEM	78-129,489	N/A	Response after Non-Final Action entered May 20, 2003
9.	PRESTIGE SMART SYSTEM	76-092,197	N/A	Approval for Publication dated April 8, 2002
10.	ZIP-CHIP	78-122,352	N/A	Non-Final Action Mailed August 13, 2002
11.	ZIP-STRIP	78-122,349	N/A	Non-Final Action Mailed August 13, 2002

PAYOFF LETTER

September 16, 2004

Home Diagnostics, Inc.
2400 N.W. 55th Ct.
Ft. Lauderdale, FL 33309

Re: Repayment of Subordinated Loan

Ladies and Gentlemen:

The undersigned has been informed that, in connection with certain proposed financing arrangements between Wachovia Bank, National Association (the "Bank") and Home Diagnostics, Inc. (the "Borrower"), Borrower intends to repay to the undersigned all of the indebtedness owing by Borrower to the undersigned (the "Indebtedness") with respect to that certain

[REDACTED]

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Payoff Amount Instructions

[REDACTED]

[REDACTED]

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[REDACTED]

2. Releases

(a) Upon the receipt of the Payoff Amount in accordance with the terms of this letter and original signature pages from each of the parties hereto, (i) the Loan Documents will terminate (other than Continuing Obligations described in Section 2(b) below) and Borrower will have no further liability under the Loan Documents (other than Continuing Obligations), (ii) the undersigned will promptly execute any and all Uniform Commercial Code financing statement terminations and other such lien release documents as Borrower or Bank may reasonably request in order to evidence or otherwise give public notice of such collateral terminations and releases, and (iii) Borrower and Bank are hereby authorized to file such financing statement terminations and other lien release documents, in connection with the collateral terminations and releases mentioned above, in the undersigned's name, with or without the signature of the undersigned, provided, however, that any and all such termination statements, mortgage releases and other such documents shall be prepared and recorded at the Borrower's expense.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

Very truly yours,

ALBION ALLIANCE MEZZANINE FUND II, L.P.

By: AA MEZZ II GP, LLC, its General Partner

By: Albion Alliance LLC, its Sole Member

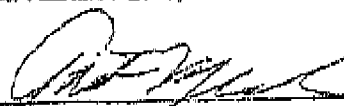
By: 
Name: ARTHUR W. KUEBLER
Title: SUP

EXHIBIT "B"

EXHIBIT "A"