

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	Release																																										
CONVEYING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Formerly</th> <th style="width: 17%;">Execution Date</th> <th style="width: 17%;">Entity Type</th> </tr> <tr> <td>Lehman Commercial Paper Inc.</td> <td></td> <td>07/29/2005</td> <td>CORPORATION:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Lehman Commercial Paper Inc.		07/29/2005	CORPORATION:																																			
Name	Formerly	Execution Date	Entity Type																																								
Lehman Commercial Paper Inc.		07/29/2005	CORPORATION:																																								
RECEIVING PARTY DATA																																											
Name:	Hoveround Corporation																																										
Street Address:	2151 Whitfield Industrial Way																																										
City:	Sarasota																																										
State/Country:	FLORIDA																																										
Postal Code:	34234																																										
Entity Type:	CORPORATION: FLORIDA																																										
PROPERTY NUMBERS Total: 13																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>1798627</td><td>HOVEROUND</td></tr> <tr><td>Registration Number:</td><td>2076348</td><td>TEKNIQUE</td></tr> <tr><td>Registration Number:</td><td>2246719</td><td>MPV-4</td></tr> <tr><td>Registration Number:</td><td>2251983</td><td>FREE TO SEE THE WORLD</td></tr> <tr><td>Registration Number:</td><td>2254431</td><td>ROUND FOR A REASON</td></tr> <tr><td>Registration Number:</td><td>2283926</td><td>MPV-3</td></tr> <tr><td>Registration Number:</td><td>2293670</td><td>ACTIVA</td></tr> <tr><td>Registration Number:</td><td>2485571</td><td>HOVERLIFT</td></tr> <tr><td>Registration Number:</td><td>2591847</td><td>FORERUNNER</td></tr> <tr><td>Registration Number:</td><td>2754600</td><td>TRANSPORTER</td></tr> <tr><td>Serial Number:</td><td>75379378</td><td>HOVERBALL</td></tr> <tr><td>Serial Number:</td><td>75923969</td><td>MINI-TEK</td></tr> <tr><td>Serial Number:</td><td>76415685</td><td>HOVEROUND TRANSPORTER</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	1798627	HOVEROUND	Registration Number:	2076348	TEKNIQUE	Registration Number:	2246719	MPV-4	Registration Number:	2251983	FREE TO SEE THE WORLD	Registration Number:	2254431	ROUND FOR A REASON	Registration Number:	2283926	MPV-3	Registration Number:	2293670	ACTIVA	Registration Number:	2485571	HOVERLIFT	Registration Number:	2591847	FORERUNNER	Registration Number:	2754600	TRANSPORTER	Serial Number:	75379378	HOVERBALL	Serial Number:	75923969	MINI-TEK	Serial Number:	76415685	HOVEROUND TRANSPORTER	
Property Type	Number	Word Mark																																									
Registration Number:	1798627	HOVEROUND																																									
Registration Number:	2076348	TEKNIQUE																																									
Registration Number:	2246719	MPV-4																																									
Registration Number:	2251983	FREE TO SEE THE WORLD																																									
Registration Number:	2254431	ROUND FOR A REASON																																									
Registration Number:	2283926	MPV-3																																									
Registration Number:	2293670	ACTIVA																																									
Registration Number:	2485571	HOVERLIFT																																									
Registration Number:	2591847	FORERUNNER																																									
Registration Number:	2754600	TRANSPORTER																																									
Serial Number:	75379378	HOVERBALL																																									
Serial Number:	75923969	MINI-TEK																																									
Serial Number:	76415685	HOVEROUND TRANSPORTER																																									
CORRESPONDENCE DATA																																											

CH \$340.00 1798627

900029395

TRADEMARK
REEL: 003132 FRAME: 0896

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (042841/0006)
Signature:	/sas for da/
Date:	08/02/2005

Total Attachments: 6

source=release_hoveround#page1.tif
source=release_hoveround#page2.tif
source=release_hoveround#page3.tif
source=release_hoveround#page4.tif
source=release_hoveround#page5.tif
source=release_hoveround#page6.tif

**TERMINATION AND RELEASE
OF
TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of July ~~19~~¹⁹, 2005, by and between **LEHMAN COMMERCIAL PAPER INC.**, as Administrative Agent (as successor to Woodside Capital Partners II, LLC, successor to Fleet National Bank, formerly known as BankBoston, N.A.), a New York corporation with an office at 745 Seventh Avenue, 7th Floor, New York, New York 10019, (the "Agent"), under the Trademark Security Agreement (as defined herein) and **HOVEROUND CORPORATION**, a Florida corporation having its principal place of business at 2151 Whitfield Industrial Way, Sarasota, Florida 34234 (the "Company").

WHEREAS, pursuant to the terms of (i) that certain Revolving Credit and Term Loan Agreement dated as of September 18, 1998, as amended from time to time (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Healthcare Products Industries, Inc., Healthcare Products Holdings, Inc., the Banks (as defined therein) and the Agent for itself and the other Banks party thereto, and (ii) the Trademark Collateral Security and Pledge Agreement (as amended and supplemented from time to time, the "Trademark Security Agreement"), dated September 18, 1998, between the Company and Fleet National Bank (formerly known as BankBoston, N.A.), as Agent and recorded with the United States Patent and Trademark Office on September 23, 1998 in Reel/Frame 1791/0245, assigned to Woodside Capital Partners II, LLC, as Agent by that certain Assignment of Trademark Collateral Security and Pledge Agreement recorded December 31, 2001 in Reel/Frame 002420/0990, amended by that certain Supplemental Trademark Collateral Security and Pledge Agreement dated as of October 28, 2003 and recorded January 14, 2004 in Reel/Frame 002777/0905 and further assigned to Lehman Commercial Paper Inc. by that certain Assignment of Trademarks dated as of February 15, 2005 and recorded April 28, 2005 in Reel/Frame 003108/0138, the Company granted to the Agent a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A attached hereto (such trademarks referred to herein as the "Named Trademarks"); and

WHEREAS, the Agent 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 Agent and the Company hereby agree as follows:

1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related

trademark registrations and goodwill, effective as of the date set forth above. The Agent further agrees to execute and deliver to the Company any and all further documents or instruments and do any and all further acts which the Company (or Company's agents or designees) reasonably request in order to confirm this Release and Company's right, title and interest in and to the Named Trademarks, in each case, at the sole cost and expense of the Company.

2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

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 signature page.]

IN WITNESS WHEREOF, the Agent and the Company have executed this Release,
to take effect as of the date first set forth above.

LEHMAN COMMERCIAL PAPER INC.

By: Craig Malloy
Name: Craig Malloy
Title: Authorized Signatory

Accepted:

HOVEROUND CORPORATION

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

State of New York)
) ss.: New New York
County of New York)

On the 21ST day of June in the year 2005, before me, the undersigned, personally
appeared CRAIG MALLOY, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity, and
that by his/~~her~~ signature on the instrument, the individual, or the person/entity upon
behalf of which the individual acted, executed the instrument.

Nelvadia Hatcher

Notary Public
My Commission Expires: NELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2006

[Signature Page to Termination and Release of Trademarks]

TRADEMARK
REEL: 003132 FRAME: 0900

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS)
)ss.
COUNTY OF Middlesex)

20th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of July, 2005, personally appeared Gordon L. Nelson, Jr. to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of **HOVEROUND CORPORATION**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission Expires: 2-2-2018

SCHEDULE A

Named Trademarks

U.S. Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
HOVEROUND	1,798,627	October 12, 1993
TEKNIQUE	2,076,348	July 1, 1997
MPV-4	2,246,719	May 18, 1999
FREE TO SEE THE WORLD	2,251,983	June 8, 1999
ROUND FOR A REASON	2,254,431	June 15, 1999
MPV-3	2,283,926	October 5, 1999
ACTIVA	2,293,670	November 16, 1999
HOVERLIFT	2,485,571	September 4, 2001
FORERUNNER	2,591,847	July 9, 2002
TRANSPORTER	2,754,600	August 19, 2003

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
HOVERBALL	75/379,378	October 27, 1997
MINI-TEK	75/923,969	February 22, 2000
HOVEROUND TRANSPORTER	76/415,685	May 31, 2002