

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP NOTH AMERICA, INC.		01/13/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	INNOVEX, INC.		
Street Address:	Waterview Corporate Centre, 10 Waterview Blvd.		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2269689	BEANSPROUT NETWORKS	
Registration Number:	2224711	BEANSPROUT	
Registration Number:	2748609	MDUNITS	
Registration Number:	2821705	MDPOINTS	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9198211220		
Email:	rrehm@smithlaw.com		
Correspondent Name:	T. Robert Rehm, Jr.		
Address Line 1:	2500 Wachovia Capitol Center		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	4778.142		
NAME OF SUBMITTER:	T. Robert Rehm, Jr.		

OP \$115.00 2269689

Signature:

/t robert rehm jr/

Date:

04/12/2006

Total Attachments: 3

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TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

This **TERMINATION OF SECURITY INTERESTS IN TRADEMARKS**, dated as of the 13 day of January, 2006, is made by **CITICORP NORTH AMERICA, INC.**, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, INNOVEX INC., formerly known as Innovex L.P. (the "Grantor"), has pursuant to that certain security agreement dated as of September 25, 2003 (the "Security Agreement"), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the rights, title and interest of Grantor, in, to and under the Collateral, including with respect thereto its Trademarks, which include, without limitation, the Trademarks shown on the attached Schedule A, and in connection therewith, has executed a Trademark Security Agreement in favor of the Collateral Agent that was recorded with the United States Patent and Trademark Office on October 3, 2003, at Reel 2844, Frame 0845; and

WHEREAS, the Collateral Agent has not assigned its security interests in and to all of the rights, title and interest of Grantor in the Trademarks; and

WHEREAS, the Collateral Agent has agreed to terminate without recourse or warranty and release the aforesaid security interests in and to all of the rights, title and interest of Grantor in the Trademarks, including, without limitation, those Trademarks identified on Schedule A attached hereto and made a part hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates without recourse or warranty and releases for the benefit of the Grantor, and its successors in interest, all mortgages, liens, encumbrances and security interests granted to the Collateral Agent under the Security Agreement, in and to:

1. all rights, title and interest of Grantor in the Trademarks, and all registrations and/or applications for registration thereof in the United States Patent and Trademark Office and in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, the Trademarks identified on the attached Schedule A; and
2. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademarks; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement, dilution or other misappropriation of each of the foregoing Trademarks; and (ii) injury to the goodwill associated with each of the foregoing Trademarks;

which such release and termination specifically includes, without limitation, the security interests granted pursuant to the Trademark Security Agreement in favor of the Collateral Agent as to the Trademarks identified on the attached Schedule A, recorded with the United States Patent and Trademark Office on October 3, 2003, at Reel 2844, Frame 0845.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interests in Trademarks to be duly executed as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 

Name: HECTOR GUENTHER
Vice President

Title: _____

Schedule A

Mark	Registration No.	Registration Date
BEANSPROUT NETWORKS	2,269,689	8/10/1999
BEANSPROUT	2,224,711	2/16/1999
MDUNITS	2,748,609	8/05/2003
MDPOINTS	2,821,705	3/09/2004