

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest and Collateral Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Massachusetts Mutual Life Insurance Company, MassMutual Participation Investors, MassMutual Corporate Investors and C.M. Life Insurance Company		04/09/2002	a Mutual Life Insurance Company, a Business Trust, a Mutual Life Insurance Company, a Business Trust, respectively: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Beacon Medical Products LLC
<b>Street Address:</b>	13325-A Carowinds Boulevard
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28241
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	75338549	LIFELINE
Serial Number:	75008657	LIFELINE
Serial Number:	74102359	MEGA
Serial Number:	73792442	MEDPLUS
Serial Number:	74622083	MEDAES
Serial Number:	75523700	DIAMOND
Serial Number:	75686105	DIAMONDCARE
Serial Number:	76245882	MEDPLUS TOTALALERT

**CORRESPONDENCE DATA**

Fax Number: (973)491-3490  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 75338549

Phone: 973-491-3326  
Email: blp@stjohnlaw.com  
Correspondent Name: Brian L. Petrequin, Esq.  
Address Line 1: 2 Penn Plaza East  
Address Line 2: 10th Floor  
Address Line 4: Newark, NEW JERSEY 07105

ATTORNEY DOCKET NUMBER:	07865.0006
NAME OF SUBMITTER:	Brian L. Petrequin, Esq.
Signature:	/Brian L. Petrequin/
Date:	07/25/2006

**Total Attachments: 9**

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**TERMINATION AND RELEASE OF  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT ("Agreement") is granted on this 21<sup>st</sup> day of July, 2006 to BEACON MEDICAL PRODUCTS LLC, a Delaware limited liability company (together with its predecessors, successors and assigns the "Operating Company") and MEDAES, INC., a Georgia corporation ("Medaes," together with its successors and assigns and the Operating Company, the "Assignee"), by MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Mutual Life Insurance Company under charter of the Commonwealth of Massachusetts ("MML"), MASSMUTUAL PARTICIPATION INVESTORS, a Massachusetts Business Trust organized under a Declaration of Trust dated April 7, 1988, as amended ("MPI"), MASSMUTUAL CORPORATE INVESTORS, a Massachusetts Business Trust organized under a Declaration of Trust dated September 13, 1985, as amended ("MCI," together with MML and MPI the "MassMutual Lenders") and C.M. LIFE INSURANCE COMPANY, a Mutual Life Insurance Company under Charter of the Commonwealth of Massachusetts ("CML," together with the MassMutual Lenders and each other holder of a Secured Obligation (as defined in the Note Purchase Agreement), the "Secured Parties" and individually a "Secured Party") in connection with the termination of a certain Note and Warrant Purchase Agreement dated as of April 9, 2002 (as amended by that certain Omnibus Amendment Agreement, dated as of October 23, 2003, and further amended by that certain Second Omnibus Amendment Agreement dated December 31, 2004, individually and collectively, the "Note Purchase Agreement") by and between the Operating Company (as successor to Beacon Acquisition Company LLC) and the Secured Parties.

WITNESSETH:

WHEREAS, the Operating Company, certain of its affiliates and the MassMutual Lenders entered into a certain Security Agreement dated as of April 9, 2002 (the "2002 Security Agreement"), for the purpose of securing certain obligations of the Operating Company and its affiliates under the Note Purchase Agreement and the Financing Documents (as defined in the Note Purchase Agreement); and

WHEREAS, in connection with the Omnibus Amendment Agreement, dated as of October 23, 2003, CML was joined as a Secured Party under the 2002 Security Agreement and Medaes, certain of its affiliates and the Secured Parties entered into a certain Security Agreement dated as of October 23, 2003 (the "2003 Security Agreement"), for the purpose of securing certain obligations of Medaes and its affiliates under the Note Purchase Agreement and the Financing Documents; and

WHEREAS, pursuant to the 2002 Security Agreement, the 2003 Security Agreement and the other Financing Documents, the Assignee granted to the Secured Parties a security interest in, *inter alia*, all of the Assignee's right, title and interest in and to all of the trademarks/service marks and trademark/service mark license rights identified on Schedule A attached hereto together with the goodwill of the business symbolized by such trademarks/services marks and

license rights (collectively, the "Trademark Collateral"); all to secure the payment and performance of the obligations under the Financing Documents; and

WHEREAS, various Trademark Collateral Security and Pledge Agreements and other Assignments of Trademarks and Services Marks (U.S.) (collectively, the "Collateral Assignments") have been recorded by the Secured Parties from time to time with the United States Patent and Trademark Office and other jurisdictions with respect to the Trademark Collateral owned by the Assignee to provide notice of the Secured Parties' security interest and/or collateral assignment granted pursuant to the Financing Documents; and

WHEREAS, the Assignee and each of its affiliate that is a party to the Financing Documents has fully paid and performed the obligations under, and secured by, the Financing Documents and the Collateral Assignments on or about the date hereof, and the Secured Parties have agreed to terminate and release their security interest and their right, title and interest in the Trademark Collateral on or about the date hereof as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged:

1. The Secured Parties hereby terminate and release their security interest and their right, title and interest in all of the Assignee's Trademark Collateral, and the Secured Parties hereby assign and transfer to the Assignee, without recourse, all of the Secured Parties' right, title and interest in and to the Trademark Collateral effective as of the date set forth above. For the avoidance of doubt, the Secured Parties' termination, release, assignment and reassignment herein relates to all goodwill of the business symbolized by the Trademark Collateral and all related property, including, but not limited to, all proceeds of infringement and dilution suits, the sole right to sue for past, present, future and threatened infringement or dilution of all rights corresponding thereto throughout the world, and any royalties, licenses, fees, proceeds, improvements and subsequent trademarks obtained in connection with any of the Trademark Collateral.

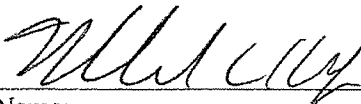
2. The Secured Parties shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in the Assignee the Trademark Collateral hereby released, granted, conveyed, transferred, assigned and delivered or intended so to be. The Secured Parties further agree to perform such other acts as the Assignee may deem necessary to secure to it the rights hereby assigned.

[Signatures are on following page]

IN WITNESS WHEREOF, the Secured Parties have signed this Agreement by its duly authorized officer as of the date and year first above written.

MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY

By: Babson Capital Management LLC, as Investment  
Adviser

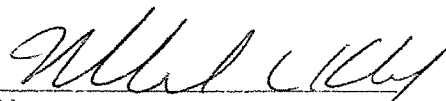
*PMH* By:   
Name:  
Title: **Michael L. Klofas**  
**Managing Director**

MASSMUTUAL PARTICIPATION INVESTORS

*PMH* By:   
Name:  
Title: **Michael L. Klofas**  
**Vice President**

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust individually, but the Trust's assets and property only shall be bound.

MASSMUTUAL CORPORATE INVESTORS


*PMH* By:   
Name: **Michael L. Klofas**  
Title: **Vice President**

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

Trademark Release

C.M. LIFE INSURANCE COMPANY

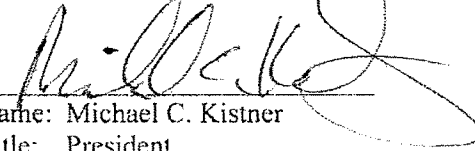
By: Babson Capital Management LLC, as Investment  
Adviser  
^Sub-

  
By: \_\_\_\_\_  
Name: **Michael L. Klofas**  
Title: **Managing Director**

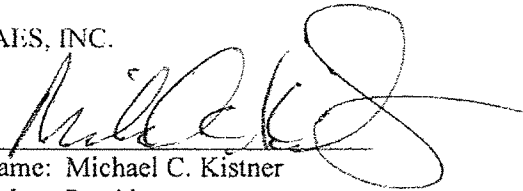
Trademark Release

**ASSIGNEE:**

BEACON MEDICAL PRODUCTS LLC

By:   
Name: Michael C. Kistner  
Title: President

MEDAES, INC.

By:   
Name: Michael C. Kistner  
Title: President

Trademark Release

STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Hampden )

On this 19<sup>th</sup> day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Kloras, the Managing Director of \*MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, and acknowledged the foregoing instrument to be the free act and deed of said MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, and his free act and deed.

\* Babson Capital Management LLC,  
its Investment Adviser

Lori Bryskiewicz  
Notary Public Lori Bryskiewicz  
My Commission Expires 2.23.2012

STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Hampden )

On this 19<sup>th</sup> day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Kloras, the Vice President of MASSMUTUAL PARTICIPATION INVESTORS, and acknowledged the foregoing instrument to be the free act and deed of said MASSMUTUAL PARTICIPATION INVESTORS, and his free act and deed.

Lori Bryskiewicz  
Notary Public Lori Bryskiewicz  
My Commission Expires 2.23.2012

STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Hampden )

On this 19<sup>th</sup> day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Kloras, the Vice President of MASSMUTUAL CORPORATE INVESTORS, and acknowledged the foregoing instrument to be the free act and deed of said MASSMUTUAL CORPORATE INVESTORS, and his free act and deed.

Lori Bryskiewicz  
Notary Public Lori Bryskiewicz  
My Commission Expires 2.23.2012

Trademark Release



STATE OF Massachusetts )  
 ) ss:  
COUNTY OF Hampden )

On this 19<sup>th</sup> day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Klofas, the Managing Director of C.M. LIFE INSURANCE COMPANY, and acknowledged the foregoing instrument to be the free act and deed of said C.M. LIFE INSURANCE COMPANY and his free act and deed.

\* Babson Capital Management LLC,  
HS Investment Sub-Adviser

  
Notary Public Lori Bryskiewicz  
My Commission Expires 2.23.2012

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of July, 2006, before me, the undersigned officer, personally appeared Michael C. Kistner, the President of BEACON MEDICAL PRODUCTS LLC, and acknowledged the foregoing instrument to be the free act and deed of said BEACON MEDICAL PRODUCTS LLC, and his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of July, 2006, before me, the undersigned officer, personally appeared Michael C. Kistner, the President of MEDAES, INC., and acknowledged the foregoing instrument to be the free act and deed of said MEDAES, INC., and his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires

Trademark Release

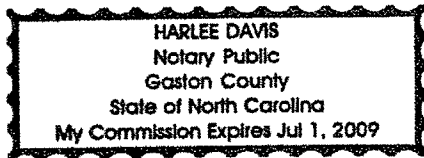
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of July, 2006, before me, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of C.M. LIFE INSURANCE COMPANY, and acknowledged the foregoing instrument to be the free act and deed of said C.M. LIFE INSURANCE COMPANY and his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires

STATE OF NC )  
 ) ss:  
COUNTY OF Mecklenburg )

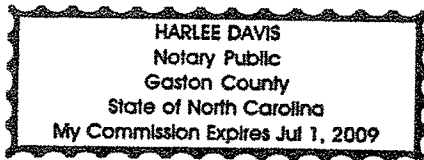
On this 18<sup>th</sup> day of July, 2006, before me, the undersigned officer, personally appeared Michael C. Kistner, the President of BEACON MEDICAL PRODUCTS LLC, and acknowledged the foregoing instrument to be the free act and deed of said BEACON MEDICAL PRODUCTS LLC, and his free act and deed.



Harlee Davis  
Notary Public  
My Commission Expires July 1, 2009

STATE OF NC )  
 ) ss:  
COUNTY OF Mecklenburg )

On this 18<sup>th</sup> day of July, 2006, before me, the undersigned officer, personally appeared Michael C. Kistner, the President of MEDAES, INC., and acknowledged the foregoing instrument to be the free act and deed of said MEDAES, INC., and his free act and deed.



Harlee Davis  
Notary Public  
My Commission Expires July 1, 2009

Trademark Release

**SCHEDULE A**

**Trademark Collateral**

**BEACON MEDICAL PRODUCTS LLC and MEDAES, INC.**

Any and all U.S. and foreign pending, registered, unregistered, cancelled and abandoned trademarks/service marks and trademark/service mark license rights owned by the above-referenced entities and their predecessors in interest, including, but not limited to, the following:

<b><u>TRADEMARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>REGISTRATION/SERIAL NO.</u></b>
LIFELINE (words only)	USA	2193625/75-338549
LIFELINE	USA	2070672/75-008657
MEGA (words only)	USA	1656134/74-102359
DIAMOND II	USA	989987/72-448636
MEDPLUS (Stylized)	USA	1602082/73-792442
MEDAES	USA	2044461/74-622083
ANTI-PASTA	USA	2079616/74-579066
RELIISYS	USA	2084388/74-619707
DIAMOND	USA	2361330/75-523700
DIAMONDCARE	USA	2439283/75-686105
MEDPLUS TOTALALERT	USA	2670060/76-245882

Trademark Release