

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/30/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Critical Care Systems, Inc.		
Street Address:	61 Spit Brook Road, Suite 505		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03060		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2826652	INFUSION CARE SYSTEMS	
Registration Number:	2003791	CRITICAL CARE SYSTEMS	
Registration Number:	2927156	CRITICAL CARE SYSTEMS	
Registration Number:	2961656	CRITICAL CARE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(404)815-6555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048156500		
Email:	nedwards@kilpatrickstockton.com		
Correspondent Name:	John S. Pratt		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Kilpatrick Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	G3560-330391		

OP \$115.00 2826652

NAME OF SUBMITTER:	John S. Pratt
Signature:	/jpr/
Date:	12/12/2006
Total Attachments: 7 source=Termination 5#page1.tif source=Termination 5#page2.tif source=Termination 5#page3.tif source=Termination 5#page4.tif source=Termination 5#page5.tif source=Termination 5#page6.tif source=Termination 5#page7.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

TERMINATION AND RELEASE dated as of November 30, 2006 from **GENERAL ELECTRIC CAPITAL CORPORATION** with principal offices at 500 West Monroe, Chicago, Illinois 60661 as Agent (the "Agent") for certain lenders (the "Lenders"), to **CRITICAL CARE SYSTEMS, INC.**, a Delaware corporation, with its principal offices at 61 Spit Brook Road, Suite 505, Nashua, New Hampshire 03060 (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 7, 2006 by and among the Assignor, the borrowers signatory thereto, the lenders signatory thereto (the "**Lenders**") and the Agent; the Lenders have made term loans to the Assignor

WHEREAS, pursuant to that certain Security Agreement, dated as of June 7, 2006, made by the Assignor and the other parties signatory thereto in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Assignor to the Agent in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of June 7, 2006, (the "IP Security Agreement"), among the Agent and the Assignor, by reference to the Security Agreement, the Assignor reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Intellectual Property Collateral; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Intellectual Property Collateral" as used herein, shall mean, as of the date hereof,
 - (a) all of Assignor's Patents and Patent Licenses (as defined in the Security Agreement) to which it is a party, including those referred to on Schedule I hereto;
 - (b) all of Assignor's Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party, including those referred to on Schedule II hereto;
 - (c) all of Assignor's Copyrights and Copyright Licenses (as defined in the Borrower Security Agreement) to which it is a party, including those referred to on Schedule III hereto;
 - (d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

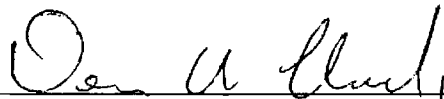
2. Release of Security Interest: The Agent hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Agent in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees, at the Assignor's expense, to duly and deliver any further documents and to do such other acts as requested by the Assignor as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Name: Dennis W. Cloud

Title: Its Duly Authorized Signatory

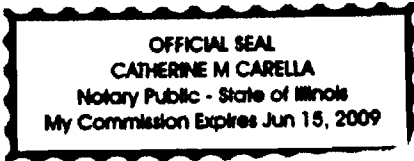
STATE OF IL)
)
COUNTY OF COOK)

ss.:

On this 30th day of November, 2006, before me personally appeared Dennis Cloud to me known who, being by me duly sworn, did depose and say that he/she is Vice President of GENERAL ELECTRIC CAPITAL CORPORATION, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by GENERAL ELECTRIC CAPITAL CORPORATION.

Catherine M. Carella
Notary Public

(Affix Seal Below)



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Infusion Care Systems ®	2,826,652	March 23, 2004
Critical Care Systems ®	2,003,791	September 24, 1996
Critical Care Systems ®	2,927,156	February 22, 2005
Critical Care Systems ®	2,961,656	June 14, 2005

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.