

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Release of Trademark Collateral Agreement recorded at Reel/Frame No. 2647/0674 |

**CONVEYING PARTY DATA**

| Name                       | Formerly | Execution Date | Entity Type                       |
|----------------------------|----------|----------------|-----------------------------------|
| Fifth Third Bank, as Agent |          | 01/11/2007     | an Ohio banking corporation: OHIO |

**RECEIVING PARTY DATA**

|                        |                           |
|------------------------|---------------------------|
| <b>Name:</b>           | RGH Enterprises, Inc.     |
| <b>Street Address:</b> | 1810 Summit Commerce Park |
| <b>City:</b>           | Twinsburg                 |
| <b>State/Country:</b>  | OHIO                      |
| <b>Postal Code:</b>    | 44087                     |
| <b>Entity Type:</b>    | CORPORATION: OHIO         |

**PROPERTY NUMBERS Total: 10**

| Property Type        | Number   | Word Mark                  |
|----------------------|----------|----------------------------|
| Registration Number: | 1775606  | EDGE PARK                  |
| Registration Number: | 2068387  | INDEPENDENCE MEDICAL MFG.  |
| Registration Number: | 2546761  | INDEPENDENCE MEDICAL       |
| Registration Number: | 2522296  | INDEPENDENCE               |
| Registration Number: | 2522311  | IM                         |
| Registration Number: | 2552263  | MEYER DISTRIBUTING COMPANY |
| Registration Number: | 2628172  | MEYER DISTRIBUTING COMPANY |
| Registration Number: | 2711278  | EDGE PARK SURGICAL         |
| Registration Number: | 2745852  | EDGE PARK                  |
| Serial Number:       | 76432743 | MDC                        |

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

OP \$265.00 1775606

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 7145401235  
Email: ipdocket@lw.com  
Correspondent Name: Patricia A. Conner c/o Latham & Watkins  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

|                         |                           |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 038266-0065 FIFTH 3RD RGH |
| NAME OF SUBMITTER:      | patricia A. Conner        |
| Signature:              | /Patricia A. Conner/      |
| Date:                   | 01/16/2007                |

Total Attachments: 4  
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## RELEASE OF TRADEMARK COLLATERAL AGREEMENT

THIS RELEASE OF TRADEMARK COLLATERAL AGREEMENT dated as of January 11, 2007 (this "Release") is made by FIFTH THIRD BANK, an Ohio banking corporation ("Fifth Third") with its mailing address at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, acting as agent hereunder for the Secured Creditors (said Fifth Third acting as such agent and any successor or successors to said Fifth Third in such capacity being hereinafter referred to as "Secured Party") under that certain Trademark Collateral Agreement, dated as of 2<sup>nd</sup> day of January, 2003 (as amended, supplemented or modified and in effect from time to time, the "Trademark Collateral Agreement"), among RGH ENTERPRISES, INC., an Ohio corporation ("Debtor") with its principal place of business and mailing address at 1810 Summit Commerce Park, Twinburg, Ohio 44087 and Secured Party. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Trademark Collateral Agreement.

### WITNESSETH:

WHEREAS, pursuant to the Trademark Collateral Agreement, Debtor assigned mortgaged and pledged to Secured Party, and granted to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in the Security Agreement ((i), (ii) and (iii) collectively, the "Trademark Collateral");


WHEREAS, Secured Party wishes to: (i) terminate the Trademark Collateral Agreement against the Trademark Collateral including those listed in the attached schedules; (ii) release all of its security interest covering the Trademark Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Trademark Collateral including those listed in the attached schedules to Debtor; and (iv) dissolve any and all liens and

encumbrances respecting the Trademark Collateral including those listed in the attached schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Secured Party does hereby release its security interest in the Trademark Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto Debtor, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in, and the security interest assigned, mortgaged, pledged and granted to Secured Party in, the Trademark Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

FIFTH THIRD BANK, as Agent as aforesaid for  
the Secured Creditors

By   
Name Timothy C. Key  
Title Vice President

RGH ENTERPRISES, INC.


By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

encumbrances respecting the Trademark Collateral including those listed in the attached schedules.

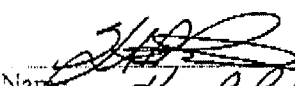
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Secured Party does hereby release its security interest in the Trademark Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto Debtor, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in, and the security interest assigned, mortgaged, pledged and granted, to Secured Party in, the Trademark Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

FIFTH THIRD BANK, as Agent as aforesaid for  
the Secured Creditors

By   
Name Timothy J. ...  
Title ...

RGH ENTERPRISES, INC.

By   
Name Scott R. Parker  
Title CEO

SCHEDULE A-1  
TO RELEASE OF TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

| MARK                                       | REGISTRATION NO.                 | REGISTRATION DATE |
|--|----------------------------------|-------------------|
| Edgepark (words only)                      | 1775606                          | 6/8/93            |
| Independence Medical MFG<br>(words only)   | 2068387                          | 6/10/97           |
| Independence Medical (words<br>only)       | 2546761                          | 3/12/02           |
| Independence (words only)                  | 2522296                          | 12/25/01          |
| Independence (mark)                        | 2522311                          | 12/25/01          |
| Meyer Distributing Company<br>(words only) | 2552263                          | 3/26/02           |
| Meyer Distributing Company<br>(mark)       | 2628172                          | 10/1/02           |
| Edgepark Surgical (words<br>only)          | 2711278<br>(SERIAL NO. 76431189) | 04/29/03          |
| Edgepark (mark)                            | 2745852<br>(SERIAL NO. 76195269) | 08/05/03          |

PENDING FEDERAL TRADEMARK APPLICATIONS

| MARK       | SERIAL NO. | FILED DATE |
|------------|------------|------------|
| MDC (mark) | 76432743   | 7/16/02    |