

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                       |                        |
|---|--|-----------------------|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                        |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE BY SECURED PARTY   |                       |                        |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                        |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>     |
| Marquette Business Credit, Inc. as assignee of Guaranty Business Credit Corporation |  | 06/26/2006            | CORPORATION: MINNESOTA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                        |
| <b>Name:</b>  | Apex Medical Corporation   |                       |                        |
| <b>Street Address:</b>  | 921 East Amidon  |                       |                        |
| <b>City:</b>  | Sioux Falls  |                       |                        |
| <b>State/Country:</b>   | SOUTH DAKOTA   |                       |                        |
| <b>Postal Code:</b>   | 57104  |                       |                        |
| <b>Entity Type:</b>   | CORPORATION: SOUTH DAKOTA  |                       |                        |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                        |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                        |
| Registration Number:  | 1936367  | BED BUDDY             |                        |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                        |
| <b>Fax Number:</b>  | (312)577-4679  |                       |                        |
|   | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                        |
| <b>Phone:</b>   | 3125778348   |                       |                        |
| <b>Email:</b>   | rakhee.verma@kattenlaw.com   |                       |                        |
| <b>Correspondent Name:</b>  | Rakhee Verma c/o KattenMuchinRosenmanLLP   |                       |                        |
| <b>Address Line 1:</b>  | 525 West Monroe, Ste. 1800   |                       |                        |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60661  |                       |                        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 332659-61  |                       |                        |
| <b>NAME OF SUBMITTER:</b>   | Rakhee Verma   |                       |                        |
| <b>Signature:</b>   | /Rakhee Verma/   |                       |                        |

CH \$40.00 1936367

Date:

05/07/2007

**Total Attachments: 4**

source=Apex Trademark Release (2)#page1.tif

source=Apex Trademark Release (2)#page2.tif

source=Apex Trademark Release (2)#page3.tif

source=Apex Trademark Release (2)#page4.tif

**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 4, 2007, by Marquette Business Credit, Inc., a Minnesota corporation, as assignee of Guaranty Business Credit Corporation, a Delaware corporation, as Secured Party ("**Secured Party**").

WITNESSETH:

WHEREAS, Secured Party and Apex Medical Corporation, a South Dakota Corporation ("**Grantor**"), are parties to that certain Trademark and Patent Security Agreement dated as of June 26, 2006 (the "**Security Agreement**") capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Grantor granted a security interest to Secured Party in, and a collateral assignment to Secured Party of, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Grantor to the Secured Party from time to time party to that certain Loan and Security Agreement dated as of October 11, 2002, as amended, restated, supplemented or otherwise modified from time to time, by and among Grantor, Secured Party and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 28, 2006 at Reel 3340, Frame 0354; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Released Trademarks and reassign the same to Grantor.

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

1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto (collectively, the "**Released Trademarks**"), and all of the goodwill of the business connected with the use of, and symbolized by, each Released Trademark;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Released Trademark and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Released Trademark or Trademark licensed under any Trademark license.

2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, all of Secured Party's right, title and

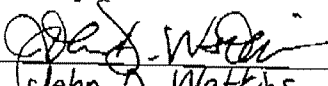
60562102.1.332659.00061

interest in and to the Released Trademarks, and the goodwill of Grantor's business connected with the use of and symbolized by the Released Trademarks.

**[Remainder of page intentionally left blank; signature page follows]**

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

**MARQUETTE BUSINESS CREDIT, INC.**, a  
Minnesota corporation

By:   
Name: John D. Watkins  
Title: Vice President

**SCHEDULE A**

**RELEASED TRADEMARKS**

**Reel/Frame:** 3340/0354  
**Received:** 06/28/2006  
**Conveyance:** SECURITY INTEREST  
**Recorded:** 06/28/2006

**Total properties: 1**

**1**    **Serial #:** 74461259    **Filing Dt:** 11/22/1993    **Reg #:** 1936367    **Reg. Dt:** 11/21/1995  
      **Mark:** BED BUDDY