

U(1) 5/7/07

05-29-2007



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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marquette Business Credit, Inc. as assignee of Guaranty Business Credit Corporation		11/08/2002	CORPORATION, MINNESOTA
RECEIVING PARTY DATA			
Name:	Apex Medical Corporation		
Street Address:	921 East Amidon		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	CORPORATION: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1039603		
Registration Number:	1674129		
Registration Number:	2143168		

Registration Number:	2134978	
Registration Number:	2175457	
Registration Number:	2144591	
Registration Number:	2396943	
Registration Number:	2683055	

**CORRESPONDENCE DATA**

Fax Number: (312)577-4679

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

Phone: 3125778348

Email: rakhee.verma@kattenlaw.com

Correspondent Name: Rakhee Verma c/o KattenM.ichinRosenmanLLP

Address Line 1: 525 West Monroe, Ste. 1800

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-61
NAME OF SUBMITTER:	Rakhee Verma
Signature:	/Rakhee Verma/
Date:	05/07/2007

Total Attachments: 4  
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**RECEIPT INFORMATION**

ETAS ID: TM280022

Receipt Date: 05/07/2007  
Fee Amount: \$215

Fee Order

May. 2. 2007 1:48PM 213 625 8147

No. 0340 P 10/22

**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 November 8, 2002 (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 and Secured Party; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 18, 2002 at Reel 2618, Frame 0117; 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.

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No. 0340 P. 11/22

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 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.

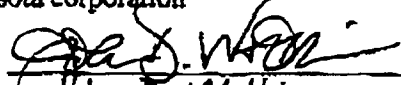
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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

MARQUETTE BUSINESS CREDIT, INC., a  
Minnesota corporation

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

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**SCHEDULE A**

**RELEASED TRADEMARKS**

**Real/Frame: 2618/0117**  
**Received: 11/18/2002**  
**Conveyance: SECURITY AGREEMENT**  
**Recorded: 11/18/2002**

**Total properties: 8**

- 1 Serial #: 73057301 Filing Dt: 07/10/1975 Reg #: 1039603 Reg. Dt: 05/18/1976**  
**Mark: CAREX**
- 2 Serial #: 74030010 Filing Dt: 02/20/1990 Reg #: 1674129 Reg. Dt: 02/04/1992**  
**Mark: CAREX**
- 3 Serial #: 75040441 Filing Dt: 01/11/1996 Reg #: 2143168 Reg. Dt: 03/10/1998**  
**Mark: ENABLERS**
- 4 Serial #: 75103209 Filing Dt: 05/13/1996 Reg #: 2134978 Reg. Dt: 02/03/1998**  
**Mark: ENABLERS**
- 5 Serial #: 75125584 Filing Dt: 06/26/1996 Reg #: 2175457 Reg. Dt: 07/21/1998**  
**Mark: THE EASIER WAY**
- 6 Serial #: 75261423 Filing Dt: 03/21/1997 Reg #: 2144591 Reg. Dt: 03/17/1998**  
**Mark: APEX**
- 7 Serial #: 75584638 Filing Dt: 11/05/1998 Reg #: 2396943 Reg. Dt: 10/24/2000**  
**Mark: VITASYSTEMS**
- 8 Serial #: 76359729 Filing Dt: 01/17/2002 Reg #: 2683055 Reg. Dt: 02/04/2003**  
**Mark: PILL GRIP**

Trademark Release and Reassignment (1) - Apex