# OP \$115.00 25740

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of the West		07/27/2007	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Osteometer Meditech, Inc.
Street Address:	12525 Chadron Avenue
City:	Hawthorne
State/Country:	CALIFORNIA
Postal Code:	90250
Entity Type:	CORPORATION: CALIFORNIA

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2574043	ULTRASURE
Registration Number:	2498629	DEXACARE
Registration Number:	2448109	
Registration Number:	2391998	DEXAWARE

# CORRESPONDENCE DATA

Fax Number: (919)416-8363

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

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive
Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	512485.1619 OSTEOMETER 17
NAME OF SUBMITTER:	Ellen A. Rubel

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Signature:	/Ellen A. Rubel/		
Date:	03/12/2008		
Total Attachments: 3			
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### TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 31, 2007, is made by Bank of the West (the "<u>Secured Party</u>").

**WHEREAS,** Osteometer Meditech, Inc. (the "<u>Grantor</u>") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("<u>Trademarks</u>");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on June 27, 2005 at Reel 3111 and Frame 0551; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on <u>Schedule A</u> attached hereto.

**NOW, THEREFORE,** for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

- 1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
- 2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- 10. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF THE WEST

By: Sheha
Name: SHIKHA REHMAN
Title: VICE PRESIDENT

# Schedule A

# **U.S.** Trademarks

# **Registered Mark**

Mark	Registration No.	Registration Date
ULTRASURE	2574043	5/28/02
DEXACARE	2498629	10/16/01
Design Only	2448109	4/24/98
DEXAWARE	2391998	10/10/00

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**RECORDED: 03/13/2008** 

**TRADEMARK** 

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