### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Street Mezzanine Partners II, L.P., as Agent		03/25/2008	LIMITED PARTNERSHIP:

#### RECEIVING PARTY DATA

Name:	Extrumed, LLC
Street Address:	1941 Petra Lane
City:	Placentia
State/Country:	CALIFORNIA
Postal Code:	92870
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2405792	EXTRUSIONEERING

### **CORRESPONDENCE DATA**

Fax Number: (312)577-4565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-8	
NAME OF SUBMITTER:	Kristin Brozovic	
Signature:	/Kristin Brozovic/	
Date:	03/27/2008	

TRADEMARK

REEL: 003747 FRAME: 0759

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Total Attachments: 4
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# INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT is made as of March 25, 2008 by **FIFTH STREET MEZZANINE PARTNERS II, L.P.,** as Agent ("**Grantee**").

#### WITNESSETH:

WHEREAS, Grantee and EXTRUMED, LLC, a California limited liability company ("Grantor"), were parties to that certain Intellectual Property Security Agreement dated as of December 29, 2006 (the "Assignment"), pursuant to which Grantor granted a security interest to Grantee in its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses, including the Intellectual Property Collateral set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on January 10, 2007 at Reel 3458, Frame 0699; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantee hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following (collectively, the "Intellectual Property Collateral"):

- (1) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the Patents")
- (2) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Grantor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user

TRADEMARK REEL: 003747 FRAME: 0761 manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefore (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyright registrations, and copyright applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and

- (3) license agreements with any other party that have a material impact on Grantor's ongoing business, to the extent assignable under applicable law, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").
- (4) servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest in and to the Intellectual Property Collateral, and the goodwill of Grantor's businesses connected with the use of and symbolized by the Intellectual Property Collateral.

[Signature Page Follows.]

TRADEMARK REEL: 003747 FRAME: 0762 IN WITNESS WHEREOF, Grantee has caused this Intellectual Property Release and Reassignment to be executed as of the day and year first above written.

FIFTH STREET MEZZANINE PARTNERS II, L.P., as Agent

By: FIFTH STREET MEZZANINE PARTNERS II GP, LLC, its General Partner

By: Bernard D. Berman, Executive Vice President

and Secretary

## SCHEDULE 1

**Patents** 

None.

Copyrights

None.

## **Trademarks**

Mark	Registration Number	Registration Date
EXTRUSIONEERING	2405792	11/21/2000

TRADEMARK REEL: 003747 FRAME: 0764

**RECORDED: 03/27/2008**