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TO:SARA B. SAGER C/O WINSTON &

07/19/2010 900167257

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

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		07/15/2010	CORPORATION:

## RECEIVING PARTY DATA

Name:	SterilMed Repair Corp. (fka TSE Acquisition 1 Corp.)	
Street Address:	11400 73rd Avenue North	
City:	Maple Grove	
State/Country:	MINNESOTA	
Postal Code:	55369	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBER\$ Total: 4

Property Type	Number	Word Mark
Registration Number:	3276129	GENESIS
Registration Number:	2874340	LEAKCHECK
Registration Number:	2959296	THE SCOPE EXCHANGE
Registration Number:	2901018	THE SCOPE EXCHANGE

## CORRESPONDENCE DATA

Fax Number:

(415)591-1400

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

Phone:

312-558-5600

Email:

trademarksSF@winston.com

Correspondent Name:

Sara B. Sager c/o Winston & Strawn LLP

Address Line 1:

35 W. Wacker Drive

Address Line 4:

Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 006737.00128 NAME OF SUBMITTER: Sandra L. Owen

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TO: SARA B. SAGER C/O WINSTON & STRAWN LLP COMPANY: 35 W. WACKER DRIVE

Signature:	/Sandra L. Owen/
Date:	07/19/2010
Total Attachments: 8 source=Silicon Valley Bank-SterilMed-TSE,	Acquisition-Release#page2.tif Acquisition-Release#page3.tif Acquisition-Release#page4.tif Acquisition-Release#page4.tif Acquisition-Release#page5.tif Acquisition-Release#page6.tif Acquisition-Release#page6.tif

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**EXECUTION COPY** 

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is dated as of July [5, 2010 (the "Release Date") by Silicon Valley Bank., as secured party (the "Secured Party"), for the benefit of SterilMed Repair Corp. (fka TSE Acquisition I Corp.) (the "Grantor").

WHEREAS, the Grantor has entered into that certain Amendment to Loan and Security Agreement, dated as of April 26, 2007, with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Grantor has entered into that certain Intellectual Property Security Agreement, dated as of April 26, 2007 with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which the Grantor granted to the Secured Party security interests in:

- (a) all present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, masterworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Release (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringeroents of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
- (b) all present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Release, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered

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TO:SARA B. SAGER C/O WINSTON & STRAWN LLP COMPANY:35 W. WACKER DRIVE

Copyrights and the Unregistered Copyrights collectively are referred to herein in as the "Copyrights";

- (c) all right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;
- (d) all present and future accounts, account receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights;
- (c) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (f) all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (g) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights above;
- (h) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (j) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing;
- WHEREAS, the Secured Party has recorded with the United States Patent & Trademark Office (the "USPTO") notices of security interests in the Patents and Trademarks; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Copyrights, Patents and Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

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TO:SARA B. SAGER C/O WINSTON & STRAWN LLP COMPANY:35 W. WACKER DRIVE

1. <u>Release of Security Interest</u>. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Copyrights, Patents and Trademarks granted by the Grantor, and agrees and acknowledges that all of the rights and interests of the Secured Party to the Copyrights, Patents and Trademarks are hereby terminated and released.

- Recordation of Release. The Secured Party understands and agrees that this
  Release may be recorded by or for the Grantor with the USPTO or Library of Congress,
  Copyright Office, as applicable.
- 3. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne solely by sole Grantor.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the IP Security Agreement, as applicable.

[Signature page follows]

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TO: SARA B. SAGER C/O WINSTON & STRAWN LLP COMPANY: 35 W. WACKER DRIVE

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

SILICON VALLEY BANK

Name: A

itle: Per mar

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Registered Copyrights

None.

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EXHIBIT A-2

Unregistered Copyrights

Unregistered copyrights of various literature distributed by The Scope Exchange Inc. and the second of the second o

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EXHIBIT B

Patents |

Description	Registration/Application Number	Registration/Application Date
Endoscopy testing apparatus and method		December 10, 2002

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EXHIBIT C

<u>Trademarks</u>

<u>Description</u>	Registration/Application	Registration/Application
	Number	Date
Genesis	Reg. No. 3276129	Registered 8/7/2007
LeakCheck and design	Reg. No. 2874340	Registered 8/17/2004
The Scope Exchange	Reg. No. 2959296	Registered 6/7/2005
The Scope Exchange	Reg. No. 2901018	Registered 11/9/2004

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