

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
Heller Financial, Inc.		04/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Duro-Med Industries, Inc.
Street Address:	Arbor Lake Centre
Internal Address:	1751 Lake Cook Road, Suite 550
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2769132	SOL-R HEAT
Registration Number:	2810125	ICE KOLD
Registration Number:	2752831	SOL-R HEAT
Registration Number:	2458954	
Registration Number:	2401355	MAKING LIFESTYLE PRODUCTS FOR BETTER LIVING
Registration Number:	2430702	DURO-MED
Registration Number:	1813353	DMI
Registration Number:	2007960	PROTEKTO
Registration Number:	1865695	THERABEADS
Registration Number:	1792490	MICROWAVE MOIST HEAT
Registration Number:	1679850	THERABEADS
Registration Number:	0986984	DURO-MED
Registration Number:	1514497	STEIN'S

OP \$340.00 2769132

CORRESPONDENCE DATA

Fax Number: (816)531-7545
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (816) 460-2605
Email: brian.mcginley@snrdenton.com,anita.hansen@snrdenton.com
Correspondent Name: Brian R. McGinley
Address Line 1: SNR Denton US LLP
Address Line 2: P. O. Box 061080
Address Line 4: CHICAGO, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	70028330-0001 (BRM)
NAME OF SUBMITTER:	Brian R. McGinley
Signature:	/brian r mcginley/
Date:	02/09/2011

Total Attachments: 5

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GE Corporate Financial Services

*GE Global Services Finance
GE Corporate Financial Services, Inc.
550 West Monroe Street, Chicago, IL 60661-3879
312 441-7500*

April 29, 2004

Duro-Med Industries, Inc.
Arbor Lake Centre
1751 Lake Cook Road, Suite 550
Deerfield, Illinois 60015
Attn: Thomas H. Quinn

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to (i) the Second Amended and Restated Credit Agreement, dated as of July 16, 2003 (as amended, the "Credit Agreement"), among Duro-Med Industries, Inc. (the "Borrower"), the other Credit Parties signatory thereto, Heller Financial, Inc., for itself, as Lender, and as Agent for Lenders (in such capacity, "Agent"), and the other Lenders signatory thereto from time to time, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), Buyer DMS Holdings, Inc. (the "Buyer") intends to purchase from the shareholders of D-M-S Holdings, Inc. all of the capital stock of D-M-S Holdings, Inc. (the "Sale") and D-M-S Holdings, Inc. expects to use the proceeds of the Sale to, among other things, repay in full all obligations and liabilities of the Borrower to Lenders and Agent under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt of (i) prior to 1:00 p.m. (Chicago time) on May 5, 2004 (the "Termination Date"), a federal funds wire transfer in the amount (the "Payoff Amount") equal to the sum set forth on line (e) below, which amount represents the Obligations outstanding under the Credit Documents:

- (a) Aggregate outstanding principal balance of the Obligations as of this date [redacted] (redacted)
- (b) Accrued but unpaid interest on the Obligations as of this date and fees outstanding under the Credit Agreement as of this date [redacted] (redacted)

(c) Per diem interest in the amount of \$1,887.17 for each day from (and including) the day following the date hereof through and including the Termination Date (with each such day deemed ending at 1:00 p.m. (Chicago time))



(redacted)

(d) Other (describe):



(redacted)

Legal Expenses - Goldberg Kohn

(e) Total pay-off amount (sum of (a)-(d)).....



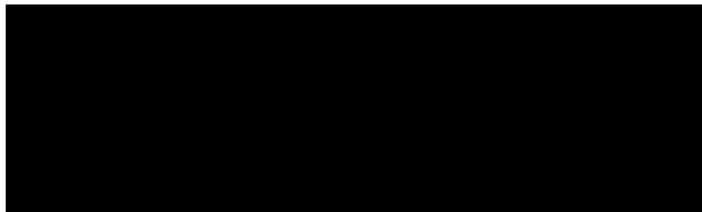
(redacted)

and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrower and each other Credit Party (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"). Agent authorizes the Borrower to file UCC-3 termination statements with respect to the UCC-1 financing statements listed on Exhibit A hereto and Agent agrees to deliver to the Borrower the original stock certificates and other instruments in Agent's possession and mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests in all of the assets and property of the Borrower and the Credit Parties (the "Property").

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower or the Credit Parties under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by Buyer or the Borrower as may be necessary to release its security interests in the Property. The Borrower agrees to pay Agent for all out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitments of Lenders and Agent to make Loans or incur Letter of Credit Obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Obligations on behalf of, the Borrower or to renew, extend or amend any existing Letter of Credit Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations

and liabilities of the Borrower and the other Credit Parties to Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to the following account:



(redacted)

In addition, the Borrower and the other Credit Parties agree that, upon the Payoff Effective Time, such Credit Parties release the Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which such Credit Parties ever had, now have or hereafter can, shall or may have for upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise out of, under or are related to the Credit Documents.

The Payoff Amount has been calculated assuming (i) that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by Agent and credited to the Borrower's account with Agent are good collected funds and (ii) that no Revolving Credit Advances will be made after the date of this Agreement.


This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

This Agreement shall be void and of no force or effect in the event the Payoff Effective Date shall not have occurred on or prior to the Termination Date.

If you need additional information, please do not hesitate to contact us.

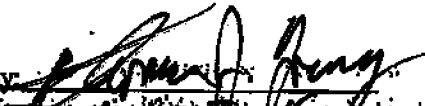
Very truly yours,

HELLER FINANCIAL, INC., as Agent and Lender

By: 
Name: *Mark Hindson*
Its: *Duly Authorized Signatory*

ACCEPTED and AGREED:

DURO-MED INDUSTRIES, INC.

By: 
Name: *Thomas D. Young*
Title: *Asst. Secretary*

D-M-S HOLDINGS, INC.

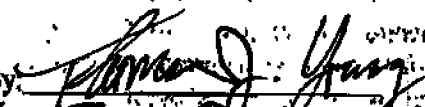
By: 
Name: *Thomas D. Young*
Title: *Asst. Secretary*

EXHIBIT A

Debtor: DMS Holdings, Inc.
Secured Party: Heller Financial, Inc.
File No.: 10866454
Date: 8/20/01

Debtor: Duro-Med Industries, Inc.
Secured Party: Heller Financial, Inc.
File NO.: 10866421
Date: 8/20/01