

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
Citibank, N.A.		10/31/2012	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Medtech Products, Inc.
Street Address:	90 North Broadway
City:	Irving
State/Country:	NEW YORK
Postal Code:	10533
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0722166	PHAZYME
Registration Number:	2867909	PHAZYME
Registration Number:	2855210	PHAZYME
Registration Number:	2448278	SERIOUS MEDICINE FOR SERIOUS GAS
Serial Number:	85331998	FASTGELS

CORRESPONDENCE DATA

Fax Number: 8043447999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 804-788-7365
 Email: HWRITM@hunton.com
 Correspondent Name: Elizabeth L. Brooks - Hunton & Williams
 Address Line 1: 951 East Byrd Street
 Address Line 2: Riverfront Plaza - East Tower
 Address Line 4: Richmond, VIRGINIA 23219-7074

CH \$140.00 0722166

ATTORNEY DOCKET NUMBER:	39904.28
NAME OF SUBMITTER:	Elizabeth L. Brooks
Signature:	/Elizabeth L. Brooks/
Date:	11/13/2012
Total Attachments: 4 source=Executed TM Release - MedTech F-0825#page1.tif source=Executed TM Release - MedTech F-0825#page2.tif source=Executed TM Release - MedTech F-0825#page3.tif source=Executed TM Release - MedTech F-0825#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 31, 2012 in favor of MEDTECH PRODUCTS, INC., a Delaware corporation ("Grantor") by CITIBANK, N.A., in its capacity as administrative agent (the "Administrative Agent"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, Grantor and the Administrative Agent entered into that certain ABL Security Agreement by and between Grantor, the Administrative Agent and the other parties thereto dated January 31, 2012 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Administrative Agent a lien on and security interest in all of its right, title and interest in, to and under certain intellectual property, including trademarks and registered trademarks and logos, and, in connection therewith, entered into that certain Trademark Security Agreement dated January 31, 2012 (the "Trademark Security Agreement") for the purpose of recording such security interest with respect to the trademarks of Grantor with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2012, at Reel 4709, Frame 0825;

WHEREAS, Grantor has entered into an Intellectual Property Assignment with C.B. Fleet Company, Inc., a Virginia corporation ("Buyer") dated October 31, 2012 (the "Intellectual Property Assignment") pursuant to which Grantor assigns certain of its intellectual property, including those trademarks and registered trademarks and logos set forth on Schedule A attached hereto and all other trademarks assigned to Buyer in connection with the Intellectual Property Assignment (collectively, the "Released Trademarks"), to Buyer; and

WHEREAS, Grantor has requested that the Administrative Agent release its lien on and security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (a) terminates, cancels, discharges and releases any and all security interests it has in, to and under (i) the Released Trademarks, (ii) all proceeds and products of the Released Trademarks, (iii) the goodwill associated with the Released Trademarks, (iv) all renewals, applications, and extensions of the Released Trademarks, and (v) any causes of action arising prior to the date hereof for infringement of any of the Released Trademarks or unfair competition regarding the same, and (b) re-assigns to Grantor any right, title and interest it may have in, to and under the Released Trademarks and authorizes and requests the United States Patent and Trademark Office, and any other location where the security interest was filed, to note and record the existence of such release hereby given.

The Administrative Agent will, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or

other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

The execution and delivery of this Release is without recourse to or warranty by the Administrative Agent.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

CITIBANK, N.A., as Administrative Agent

By: Michael J. Smolow

Name: Michael J. Smolow

Title: Vice President

SCHEDULE A

<i>Mark</i>	<i>Country</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
PHAZYME	USA	72116259	3/22/1961	0722166	10/3/1961
PHAZYME DESIGN	USA	78192497	12/9/2002	2867909	7/27/2004
PHAZYME DESIGN	USA	78192505	12/9/2002	2855210	6/15/2004
SERIOUS MEDICINE FOR SERIOUS GAS	USA	75686093	4/19/1999	2448278	5/1/2001
FASTGELS	USA	85331998	5/27/2011		
PHAZYME	Canada	262448	4/19/1961	TMA127030	6/29/1962