

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589453

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Seventh Amendment and Waiver Agreement (Release of Security Interest)
RESUBMIT DOCUMENT ID:	900547199

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Chase Manhattan Bank, successor in interest to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO		06/28/1999	Corporation:

RECEIVING PARTY DATA

Name:	White Knight Healthcare, Inc.
Also Known As:	AKA nka PRECEPT MEDICAL PRODUCTS, INC.
Street Address:	370 AIRPORT ROAD
City:	ARDEN
State/Country:	NORTH CAROLINA
Postal Code:	28704
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1309835	PRECEPT

CORRESPONDENCE DATA

Fax Number: 6124927077
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 612-492-7000
Email: plarson@fredlaw.com
Correspondent Name: Patricia A. Larson, Senior Paralegal
Address Line 1: Fredrikson & Byron, P.A.
Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	07/30/2020

Total Attachments: 26

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SEVENTH AMENDMENT AND WAIVER AGREEMENT

SEVENTH AMENDMENT AND WAIVER AGREEMENT, dated as of June 21, 1999 (this "Agreement"), to the Amended and Restated Credit Agreement, dated as of August 30, 1996 (as amended and as the same may be further amended, supplemented or modified from time to time in accordance with its terms, the "Credit Agreement"), among ISOLYSER COMPANY, INC., a Georgia corporation ("Isolyser"), MEDSURG INDUSTRIES, INC., a Georgia corporation ("MedSurg"), MICROTEK MEDICAL, INC., a Delaware corporation ("Microtek"), and WHITE KNIGHT HEALTHCARE, INC., a Pennsylvania corporation ("White Knight"), (Isolyser, MedSurg, Microtek and White Knight each a "Borrower" and jointly and severally, the "Borrowers"), the guarantors named therein (the "Guarantors"), the lenders named therein (the "Lenders"), and THE CHASE MANHATTAN BANK, as agent for the Lenders (in such capacity, the "Agent"). Terms used herein and not otherwise defined herein shall have the meanings attributed thereto in the Credit Agreement.

WHEREAS, the Borrowers have informed the Agent that Isolyser has entered into a Stock Purchase Agreement, dated June 10, 1999, with Premier Products LLC, pursuant to which Isolyser intends to sell all of the issued and outstanding stock of White Knight (the "Transaction"); and

WHEREAS, the Borrowers have requested that the Required Lenders waive certain provisions of the Credit Agreement and agree to amend certain provisions of the Credit Agreement in connection with the Transaction and the Required Lenders have so agreed, upon the terms and conditions set forth herein; and

WHEREAS, the proceeds received by Isolyser in connection with the Transaction shall be applied to repay Revolving Credit Loans.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the fulfillment of the conditions set forth below, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS

1.1 The Borrowers, the Lenders and the Agent agree that all references to White Knight contained in the Credit Agreement and the other Loan Documents shall be, as of the effective date of this Agreement, deleted.

TRADEMARK

REEL: 007005 FRAME: 0811

1.2 The second paragraph of the Preamble to the Credit Agreement is hereby amended by deleting [REDACTED] where it appears in clause (b) and replacing it with [REDACTED]

1.3 Section 2.01(b) of the Credit Agreement is hereby amended by deleting [REDACTED] where it appears therein and replacing it with [REDACTED]

1.4 Schedule 2.01(b) to the Credit Agreement is hereby amended in its entirety to include the information contained on Schedule A attached hereto.

SECTION 2. WAIVERS AND RELEASES UNDER THE CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS

2.1 The Required Lenders hereby waive the applicable provisions of Article VII of the Credit Agreement solely to permit the consummation of the Transaction, subject to compliance with Section 3 of this Agreement.

2.2 Subject to the conditions set forth in Section 3 of this Agreement, the Agent and the Lenders hereby (i) terminate, release and surrender all liens, pledges, security interests, financing statements, encumbrances, deeds of trust and other charges of whatever nature against the Collateral owned by White Knight, including without limitation those created by the Loan Documents; and (ii) agree that White Knight has no further obligations or liabilities to the Agent or the Lenders, their successors and assigns, with respect to the Credit Agreement and the other Loan Documents to which White Knight is a party.

2.3 The Borrowers and the Guarantors each hereby agrees that (i) the Agent and the Lenders are released from any and all obligations owing to White Knight under or in connection with the Credit Agreement, including without limitation, any obligation to make advances to White Knight under the Credit Agreement and any obligation in respect of the repayment of any amounts received by the Agent or the Lenders, including interest, principal, fees, reimbursement of expenses or otherwise; and (ii) the Agent and the Lenders are hereby released by White Knight from any and all claims, liabilities, damages, costs and expenses now existing or hereafter arising out of or in connection with the Credit Agreement or the other Loan Documents.

2.4 Except for the specific waivers and releases set forth in Sections 2.1, 2.2 and 2.3 above, nothing herein shall be deemed to be a waiver of any covenant or agreement contained in the Credit Agreement or any other Loan Document or a release of any other party to the Credit Agreement or any other Loan Document, and each Borrower and each Guarantor hereby agrees that all of the covenants and agreements contained in the Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects.

SECTION 3. CONDITIONS PRECEDENT

This Seventh Amendment and Waiver Agreement (the "Agreement") shall become effective on such date as the following conditions have been satisfied in full or waived by the Agent in writing:

- (a) All required corporate actions in connection with the execution and delivery of this Agreement shall have been taken, and each shall be satisfactory in form and substance to the Agent, and the Agent shall have received all information and copies of all documents, including, without limitation, records of requisite corporate action that the Agent may reasonably request, to be certified by the appropriate corporate person or government authorities.
- (b) The Agent shall have received counterparts of this Agreement duly executed by each of the parties hereto.
- (c) The Agent shall have received the net proceeds of not less than [REDACTED] from the Transaction, to be applied to repay the Revolving Credit Loans.
- (d) All representations and warranties contained in this Agreement or otherwise made in writing to the Agent in connection herewith shall be true and correct.
- (e) No unwaived event has occurred and is continuing which constitutes a Default or an Event of Default under the Credit Agreement.
- (f) Messrs. Kaye, Scholer, Fierman, Hays & Handler, LLP, counsel to the Agent, shall have received payment in full for all legal fees charged, and all costs and expenses incurred, by such counsel in connection with the transactions contemplated under this Agreement and the other Loan Documents and instruments in connection herewith and therewith.

SECTION 4. MISCELLANEOUS

4.1 Each Borrower and each Guarantor reaffirms and restates the representations and warranties set forth in Article IV of the Credit Agreement and all such representations and warranties shall be true and correct on the date hereof with the same force and effect as if made on such date. Each Borrower and each Guarantor represents and warrants (which representations and warranties shall survive the execution and delivery hereof) to the Agent that:

- (a) It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the transactions contemplated hereby and has

taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(b) No consent of any other person (including, without limitation, shareholders or creditors of any Borrower or any Guarantor), and no action of, or filing with any governmental or public body or authority is required to authorize, or is otherwise required in connection with the execution, delivery and performance of this Agreement;

(c) This Agreement has been duly executed and delivered on behalf of each Borrower and each Guarantor by a duly authorized officer, and constitutes a legal, valid and binding obligation of each Borrower and each Guarantor enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforcement of creditors' rights generally and the exercise of judicial discretion in accordance with general principles of equity; and

(d) The execution, delivery and performance of this Agreement will not violate any law, statute or regulation, or any order or decree of any court or governmental instrumentality, or conflict with, or result in the breach of, or constitute a default under any contractual obligation of any Borrower or any Guarantor.

4.2 Except as herein expressly waived or amended, the Credit Agreement is ratified and confirmed in all respects and shall remain in full force and effect in accordance with its terms.

4.3 All references to the Credit Agreement and any other Loan Document in the Credit Agreement, the Loan Documents and the other documents and instruments delivered pursuant to or in connection therewith shall mean such agreements as amended hereby and as each may in the future be amended, restated, supplemented or modified from time to time.

4.4 This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

4.5 Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

4.6 This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

4.7 The parties hereto shall, at any time and from time to time following the execution of this Agreement, execute and deliver all such further instruments and take all such further action as may be reasonably necessary or appropriate in order to carry out the provisions of this Agreement.

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NorthrupGrumman.com

BORROWERS:

ISOLYSER COMPANY, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

MEDSURG INDUSTRIES, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

WHITE KNIGHT HEALTHCARE, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

MICROTEK MEDICAL, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

GUARANTORS:

CREATIVE RESEARCH AND
MANUFACTURING, D.C.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

SW SUBSIDIARY CORPORATION, formerly
known as Safeway Corporation

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

AGENT:

THE CHASE MANHATTAN BANK,
as Agent

By: _____
Name:
Title:

LENDERS:

THE CHASE MANHATTAN BANK

By: _____
Name:
Title:

GUARANTORS:

**CREATIVE RESEARCH AND
MANUFACTURING, INC.**

By: _____
Name:
Title:

**SW SUBSIDIARY CORPORATION, formerly
known as Softswate Corporation**

By: _____
Name:
Title:

AGENT:

**THE CHASE MANHATTAN BANK,
as Agent**

By: James M. O'Farrell
Name: James M. O'Farrell
Title: Vice President

LENDERS:

THE CHASE MANHATTAN BANK

By: James M. O'Farrell
Name: James M. O'Farrell
Title: Vice President

FIRST UNION NATIONAL BANK

By: _____
Name:
Title:

LASALLE BUSINESS CREDIT, INC.

By: *Michael A. Kuszak*
Name: MICHAEL A. KUSZAK
Title: VICE PRESIDENT

CONFIDENTIAL
kushak@firstunion.com

TRADEMARK

REEL: 007005 FRAME: 0819

SCHEDULE A
to Seventh Amendment
and Waiver Agreement

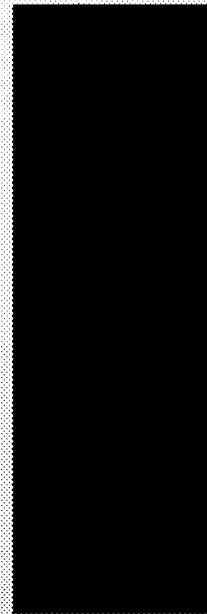
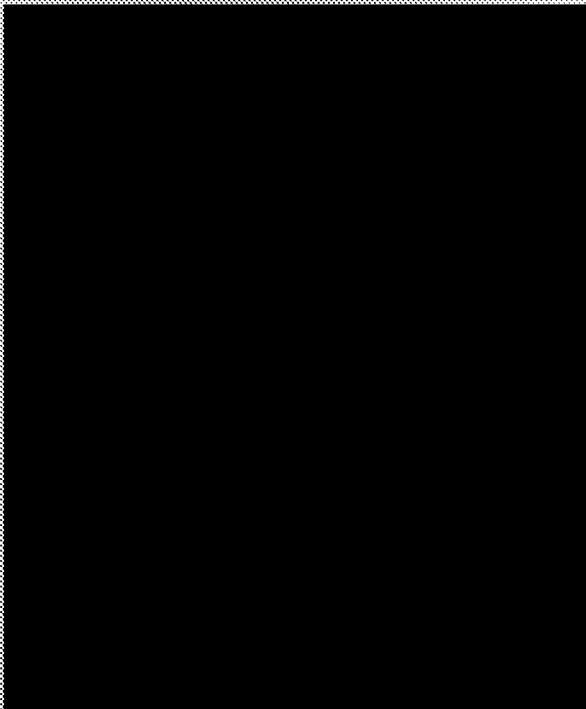
Schedule 2.01(b) to Credit Agreement

Revolving Credit Commitments

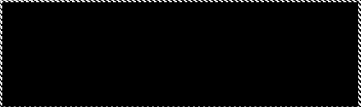
Lender

Revolving Credit
Commitment

Approximate
Percentage of Total
Revolving Credit
Commitment



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26

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FIRST UNION NATIONAL BANK

By: _____

Name

Title

JOHN T. TRAINOR
VICE PRESIDENT

LASALLE BUSINESS CREDIT, INC.

By: _____

Name

Title

TRADEMARK

REEL: 007005 FRAME: 0821

TRADEMARK SCHEDULE

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country
PRECEPT	RN: 340700 AN: 340700	November 29, 1979	November 29, 1979	Australia
PRECEPT	RN: TMA262526 AN: 0466378	March 4, 1981	September 18, 1981	Canada
PRECEPT	RN: 1432595 AN: 884852	October 28, 1987		France
PRECEPT	RN: DE968731 AN: R34131	May 18, 1977	March 13, 1978	Germany
PRECEPT	RN: DE943855 AN: H40515	May 20, 1975	April 7, 1976	Germany
PRECEPT	RN: 161303 AN: 1901/61303	May 18, 1977	November 11, 1977	Sweden
PRECEPT	RN: 1309835 SN: 73401896	November 8, 1982	December 18, 1984	U.S.
PRECEPT	RN: 1150700 AN: 1150700	March 17, 1981	March 17, 1981	United Kingdom
PRECEPT	RN: 1127175 AN: 1127175	January 18, 1980	January 18, 1980	United Kingdom
FLUIDGARD	RN: 3458840 SN: 77216494	June 27, 2007	July 1, 2008	U.S.
FOG SHIELD	RN: 1853564 SN: 74377322	April 7, 1993	September 13, 1994	U.S.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

July 06, 2020

PTAS

PATRICIA A. LARSON, SENIOR PARALEGAL
FREDRIKSON & BYRON, P.A.
200 S. SIXTH STREET, SUITE 4000
MINNEAPOLIS, MN 55402



900547199

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted is not legible for recording purposes.
2. The Nature of Conveyance on the supporting documentation verses the Trademark Assignment Cover Sheet does not coincide. Illegible/Blurry.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Wednesday, August 5, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900547199

Access Code: G83DXVTD8RD8380

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

SULONDA STEVENSON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chase Manhattan Bank, successor in interest to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO		06/28/1999	Corporation:
RECEIVING PARTY DATA			
Name:	White Knight Healthcare, Inc.		
Also Known As:	nka PRECEPT MEDICAL PRODUCTS, INC.		
Street Address:	370 AIRPORT ROAD		
City:	ARDEN		
State/Country:	NORTH CAROLINA		
Postal Code:	28704		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1309835	PRECEPT	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-492-7000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	04/30/2020		
Total Attachments: 12			
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OP \$40.00 1309835

SEVENTH AMENDMENT AND WAIVER AGREEMENT

SEVENTH AMENDMENT AND WAIVER AGREEMENT, dated as of June 21, 1999 (this "Agreement"), to the Amended and Restated Credit Agreement, dated as of August 30, 1996 (as amended and as the same may be further amended, supplemented or modified from time to time in accordance with its terms, the "Credit Agreement"), among ISOLYSER COMPANY, INC., a Georgia corporation ("Isolyser"), MEDSURG INDUSTRIES, INC., a Georgia corporation ("MedSurg"), MICROTEK MEDICAL, INC., a Delaware corporation ("Microtek"), and WHITE KNIGHT HEALTHCARE, INC., a Pennsylvania corporation ("White Knight"), (Isolyser, MedSurg, Microtek and White Knight each a "Borrower" and jointly and severally, the "Borrowers"), the guarantors named therein (the "Guarantors"), the lenders named therein (the "Lenders"), and THE CHASE MANHATTAN BANK, as agent for the Lenders (in such capacity, the "Agent"). Terms used herein and not otherwise defined herein shall have the meanings attributed thereto in the Credit Agreement.

WHEREAS, the Borrowers have informed the Agent that Isolyser has entered into a Stock Purchase Agreement, dated June 10, 1999, with Premier Products L.L.C., pursuant to which Isolyser intends to sell all of the issued and outstanding stock of White Knight (the "Transaction"); and

WHEREAS, the Borrowers have requested that the Required Lenders waive certain provisions of the Credit Agreement and agree to amend certain provisions of the Credit Agreement in connection with the Transaction and the Required Lenders have so agreed, upon the terms and conditions set forth herein; and

WHEREAS, the proceeds received by Isolyser in connection with the Transaction shall be applied to repay Revolving Credit Loans.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the fulfillment of the conditions set forth below, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS

1.1 The Borrowers, the Lenders and the Agent agree that all references to White Knight contained in the Credit Agreement and the other Loan Documents shall be, as of the effective date of this Agreement, deleted.

1.2 The second paragraph of the Preamble to the Credit Agreement is hereby amended by deleting [REDACTED] where it appears in clause (b) and replacing it with [REDACTED]

1.3 Section 2.01(b) of the Credit Agreement is hereby amended by deleting [REDACTED] where it appears therein and replacing it with [REDACTED]

1.4 Schedule 2.01(b) to the Credit Agreement is hereby amended in its entirety to include the information contained on Schedule A attached hereto.

SECTION 2. WAIVERS AND RELEASES UNDER THE CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS

2.1 The Required Lenders hereby waive the applicable provisions of Article VII of the Credit Agreement solely to permit the consummation of the Transaction, subject to compliance with Section 3 of this Agreement.

2.2 Subject to the conditions set forth in Section 3 of this Agreement, the Agent and the Lenders hereby (i) terminate, release and surrender all liens, pledges, security interests, financing statements, encumbrances, deeds of trust and other charges of whatever nature against the Collateral owned by White Knight, including without limitation those created by the Loan Documents; and (ii) agree that White Knight has no further obligations or liabilities to the Agent or the Lenders, their successors and assigns, with respect to the Credit Agreement and the other Loan Documents to which White Knight is a party.

2.3 The Borrowers and the Guarantors each hereby agree that (i) the Agent and the Lenders are released from any and all obligations owing to White Knight under or in connection with the Credit Agreement, including without limitation, any obligation to make advances to White Knight under the Credit Agreement and any obligation in respect of the repayment of any amounts received by the Agent or the Lenders, including interest, principal, fees, reimbursement of expenses or otherwise; and (ii) the Agent and the Lenders are hereby released by White Knight from any and all claims, liabilities, damages, costs and expenses now existing or hereafter arising out of or in connection with the Credit Agreement or the other Loan Documents.

2.4 Except for the specific waivers and releases set forth in Sections 2.1, 2.2 and 2.3 above, nothing herein shall be deemed to be a waiver of any covenant or agreement contained in the Credit Agreement or any other Loan Document or a release of any other party to the Credit Agreement or any other Loan Document, and each Borrower and each Guarantor hereby agree that all of the covenants and agreements contained in the Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects.

SECTION 3. CONDITIONS PRECEDENT

This Seventh Amendment and Waiver Agreement (the "Amendment") shall become effective on such date as the following conditions have been satisfied in full or waived by the Agent in writing:

(a) All required corporate actions in connection with the execution and delivery of this Agreement shall have been taken, and each shall be satisfactory in form and substance to the Agent, and the Agent shall have received all information and copies of all documents, including, without limitation, records of corporate corporate action that the Agent may reasonably request, to be certified by the appropriate corporate person or government authority.

(b) The Agent shall have received counterparts of this Agreement duly executed by each of the parties hereto.

(c) The Agent shall have received the net proceeds of not less than \$ [REDACTED] from the Transaction, to be applied to repay the Revolving Credit Loan.

(d) All representations and warranties contained in this Agreement or otherwise made in writing to the Agent in connection herewith shall be true and correct.

(e) No uncured event has occurred and is continuing which constitutes a Default or an Event of Default under the Credit Agreement.

(f) Messrs. Kaye, Scholer, Fierman, Hays & Handler, LLP, counsel to the Agent, shall have received payment in full for all legal fees charged, and all costs and expenses incurred, by such counsel in connection with the transactions contemplated under this Agreement and the other Loan Documents and instruments in connection herewith and therewith.

SECTION 4. MISCELLANEOUS

4.1 Each Borrower and each Guarantor reaffirms and restates the representations and warranties set forth in Article IV of the Credit Agreement and all such representations and warranties shall be true and correct on the date hereof with the same force and effect as if made on such date. Each Borrower and each Guarantor represents and warrants (which representations and warranties shall survive the execution and delivery hereof) to the Agent that:

(a) It has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the transactions contemplated hereby and has

taken or caused to be taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(b) No consent of any other person (including, without limitation, shareholders or creditors of any Borrower or any Guarantor), and no action of, or filing with any governmental or public body or authority is required to authorize, or is otherwise required in connection with the execution, delivery and performance of this Agreement;

(c) This Agreement has been duly executed and delivered on behalf of each Borrower and each Guarantor by a duly authorized officer, and constitutes a legal, valid and binding obligation of each Borrower and each Guarantor enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the enforcement of creditors' rights generally and the exercise of judicial discretion in accordance with general principles of equity; and

(d) The execution, delivery and performance of this Agreement will not violate any law, statute or regulation, or any order or decree of any court or governmental instrumentality, or conflict with, or result in the breach of, or constitute a default under any contractual obligation of any Borrower or any Guarantor.

4.2 Except as herein expressly waived or amended, the Credit Agreement is ratified and confirmed in all respects and shall remain in full force and effect in accordance with its terms.

4.3 All references to the Credit Agreement and any other Loan Document in the Credit Agreement, the Loan Documents and the other documents and instruments delivered pursuant to or in connection therewith shall mean such agreements as amended hereby and as each may in the future be amended, restated, supplemented or modified from time to time.

4.4 This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

4.5 Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

4.6 This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

4.7 The parties hereto shall, at any time and from time to time following the execution of this Agreement, execute and deliver all such further instruments and take all such further action as may be reasonably necessary or appropriate in order to carry out the provisions of this Agreement.

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www.trademark.com



BORROWERS

ISOLYSER COMPANY, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

MEDSURG INDUSTRIES, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

WHITE KNIGHT HEALTHCARE, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

MICROTEK MEDICAL, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP



GUARANTORS:

CREATIVE RESEARCH AND
MANUFACTURING, INC.

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

SW SUBSIDIARY CORPORATION, formerly
known as Schwann Corporation

By: Peter A. Schmitt
Name: Peter A. Schmitt
Title: VP

AGENT:

THE CHASE MANHATTAN BANK,
19 Avenue

By: _____
Name:
Title:

LENDERS:

THE CHASE MANHATTAN BANK

By: _____
Name:
Title:



GUARANTORS:

CREATIVE RESEARCH AND
MANUFACTURING, INC.

By: _____
Name:
Title:

SW SUBSIDIARY CORPORATION, formerly
known as Software Corporation

By: _____
Name:
Title:

AGENT:

THE CHASE MANHATTAN BANK,
as Agent

By: James M. DiFuria
Name: James M. DiFuria
Title: Vice President

LENDERS:

THE CHASE MANHATTAN BANK

By: James M. DiFuria
Name: James M. DiFuria
Title: Vice President

FIRST UNION NATIONAL BANK

By: _____
Name:
Title:

LASALLE BUSINESS CREDIT, INC.

By: *Michael A. Ruesanz*
Name: *Michael A. Ruesanz*
Title: *Vice President*

CONFIDENTIAL
http://www.fedresnet.com

SCHEDULE A
to Revised Amendment
and Waiver Agreement


Schedule 2.81(b) to Credit Agreement

Revolving Credit Commitments

Lender	Revolving Credit Commitment	Approximate Percentage of Total Revolving Credit Commitment
[REDACTED]	\$ [REDACTED]	[REDACTED]%
[REDACTED]	\$ [REDACTED]	[REDACTED]%
[REDACTED]	\$ [REDACTED]	[REDACTED]%

26
27
28
29
30

FIRST UNION NATIONAL BANK

By: 
Name: JOHN T. TRAWER
Title: VICE PRESIDENT

LASALLE BUSINESS CREDIT, INC.

By: _____
Name:
Title:

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TRADEMARK SCHEDULE

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country
PRECEPT	RN: 340700 AN: 340700	November 29, 1979	November 29, 1979	Australia
PRECEPT	RN: TMA262526 AN: 0466378	March 4, 1981	September 18, 1981	Canada
PRECEPT	RN: 1432595 AN: 884852	October 28, 1987		France
PRECEPT	RN: DE968731 AN: R34131	May 18, 1977	March 13, 1978	Germany
PRECEPT	RN: DE943855 AN: H40515	May 20, 1975	April 7, 1976	Germany
PRECEPT	RN: 161303 AN: 1901/61303	May 18, 1977	November 11, 1977	Sweden
PRECEPT	RN: 1309835 SN: 73401896	November 8, 1982	December 18, 1984	U.S.
PRECEPT	RN: 1150700 AN: 1150700	March 17, 1981	March 17, 1981	United Kingdom
PRECEPT	RN: 1127175 AN: 1127175	January 18, 1980	January 18, 1980	United Kingdom
FLUIDGARD	RN: 3458840 SN: 77216494	June 27, 2007	July 1, 2008	U.S.
FOG SHIELD	RN: 1853564 SN: 74377322	April 7, 1993	September 13, 1994	U.S.