

07-28-2000



101401244

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- License
- Nunc Pro Tunc Assignment
Execution Date
Month Day Year
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

Address

Address

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

TRADEMARK

REEL: 002085 FRAME: 0567

ffny02\westnan\329335.1

07/31/2000 DC00179 060620 060620

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Numbers(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number

Number of Properties Enter the total number of properties involved: #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Pauline L. Wen, Esq.

July 27, 2000

Name of Person Signing

Signature

Date Signed

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AND
TRADEMARK COLLATERAL SECURITY AGREEMENT

WHEREAS, Bio-Plexus, Inc., an obligor under certain notes and security agreements (“Obligor”) has adopted, intends to use, or has used and is using the trademarks and service marks listed on the annexed Appendix, which trademarks and service marks are registered in the United States Patent and Trademark Office and/or trademark offices or the equivalent thereof, or applications therefor have been filed (collectively, the “Trademarks”); and

WHEREAS, Obligor was obligated to Appaloosa Investment Limited Partnership I, a limited partnership organized under the laws of the State of Delaware (referred to herein as the “Bridge Holder”) under certain Transaction Documents (as such term is defined in the 7.5% Secured Note, dated October 21, 1999 (as such 7.5% Secured Note may be amended and restated from time to time, the “7.5% Note”)), and the Obligor entered into a Security Agreement, dated October 21, 1999 (as such Security Agreement may be amended and restated from time to time, the “Bridge Security Agreement”), in favor of the Bridge Holder; and

WHEREAS, pursuant to the Bridge Security Agreement, Obligor granted to the Bridge Holder a security interest in, and mortgage on, all right, title and interest of Obligor in and to the Trademarks, together with the goodwill of the business and the business or portion thereof to which each of the Trademarks and the applications and registrations thereof, relate and pertain and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of the Secured Obligations (as defined in the 7.5% Note), as identified in the Trademark Collateral Security Agreements executed on October 21, 1999 and January 5, 2000, recorded in the U.S. Patent and Trademark Office on November 11, 1999, at Reel and Frame No. 001987/0172, and forwarded for recording in the U.S. Patent and Trademark Office on January 31, 2000 (collectively, the “Bridge Collateral Agreement”) (attached as Exhibit A hereto); and

WHEREAS, Obligor is obligated to Appaloosa Investment Limited Partnership I, L.P., Palomino Fund Ltd. and Tersk LLC (together with their respective successors or assigns, the “Holders”) under the Transaction Documents (as such term is defined in the Convertible Note Purchase Agreement, dated the date hereof (as such Convertible Note Purchase Agreement may be amended and restated from time to time, the “Note Purchase Agreement”)) (the “Current Transaction Documents”), and Obligor has entered into a Security Agreement, dated the date hereof (the “Security Agreement”), in favor of the Holders, with Appaloosa Management, L.P. as the collateral agent for the Holders (the “Collateral Agent”); and

WHEREAS, the Bridge Holder has agreed to release its security interest in, and mortgage on, and assign to Obligor any and all interest it may have in, certain of the Trademarks of the Obligor as described in the Bridge Collateral Agreement attached as Exhibit A hereto (the “Released Trademarks”), and, pursuant to the Security Agreement, Obligor has granted to the Collateral Agent, for the benefit of the Holders, a security interest in, and mortgage on, all right, title and interest of Obligor in and to the Trademarks, together with the goodwill of the business and the business or portion thereof to which each of the Trademarks and the applications and

registrations thereof, relate and pertain and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Note Purchase Agreement) (the "Current Secured Obligations");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

Bridge Holder hereby releases its security interest in, and mortgage on, and assigns to Obligor its entire right, title and interest in, all Released Trademarks listed in the Bridge Collateral Agreement attached as Exhibit A hereto, including all goodwill symbolized thereby, connected therewith or relating thereto, and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of the Bridge Holder with respect to the Released Trademarks arising from the Bridge Security Agreement and the Bridge Collateral Agreement (attached as Exhibit A hereto) and any other previously executed collateral documents, or otherwise.

This RELEASE of security interest and collateral assignment has been executed and delivered by the Bridge Holder for the purpose of releasing, removing, or otherwise eliminating the security interest and assignment of the Bridge Holder in the Released Trademarks that has been filed with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world.

Obligor does hereby grant to the Collateral Agent, for the benefit of the Holders, a security interest in, and mortgage on, the Trademark Collateral to secure the prompt payment, performance and observance of the Current Secured Obligations and obligations of every kind and nature of the Obligor now or hereafter incurred, existing or created, to the Holders, including without limitation a grant to the Holders of the right to inspect the premises, goods, or services relating to each of the Trademarks.

Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent, for the benefit of the Holders, with respect to the security interest in and mortgage on the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Current Transaction Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is 26 Main Street, 1st Floor, Chatham, New Jersey 07928.

IN WITNESS WHEREOF, Obligor has caused this Release Of Security Interest In Trademark Collateral And Trademark Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of April, 2000.

BIO-PLEXUS, INC.,
The Obligor

By: Kimberley A. Cady
Name: Kimberley A. Cady
Title: CFO and Vice President, Finance

STATE OF CONNECTICUT)
) ss.:
COUNTY OF Fairfield)

On this 28 day of April, before me personally appeared Kimberley A. Cady, to me known, who, being by me duly sworn, did depose and say that s/he resides at 129 Reservoir Rd, Vernon, CT and that s/he is CFO and VP. Finance of Bio-Plexus, Inc., an obligor under a Note Purchase Agreement and Security Agreement, described in and which executed, the foregoing instrument and that s/he signed his/her name thereto pursuant to such authority.

Melissa Lopez

Notary Public

My Commission Exp. Apr. 30, 2002

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APPALOOSA INVESTMENT LIMITED
PARTNERSHIP I, L.P.
The Bridge Holder

By: James E. Bolin
[JAMES BOLIN]
(Print Name)

Title: VICE PRESIDENT

321815

Appendix

Trademark Registration No.

2,033,996

1,776,391

2,025,696

2,136,255

2,136,254

Trademark

Bio-Plexus

Punctur-Guard

Drop-It

Safeguarding the Future of
Healthcare Workers

Miscellaneous Design

Trademark Application Nos.

75/721,017

75/501,452

Trademark

Punctur-Guard Revolution

Drop-It

Exhibit A

Bridge Collateral Agreement