

03-27-2001

**TRADEMARK RECORDATION
COVER SHEET**



101649127

Attorney Docket No.
0119.94-0008

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party:
Safety-Kleen Corporation

Individual(s) Association

General Partnership Limited Partnership

Corporation-State Other Explain ~

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Membrex, Inc.

Internal Address: _____

Street Address: 155 Route 46 West _____

City Fairfield _____ State New Jersey ZIP 07004

3. Nature of Conveyance:

Assignment Merger Security Agreement

Change of Name Other

Execution Date: April 16, 1998

Individual(s) Citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4A. Application No.(s)

Additional numbers attached? Yes No

4B. Registration No.(s)

See Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David R. Fairbairn _____
KINNEY & LANGE, P.A. _____

Street Address: THE KINNEY & LANGE BUILDING _____
312 South Third Street _____

City: Minneapolis State: MN ZIP 55415-1002 _____

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6)):.....\$ 190.00

8. Method of Payment

Enclosed

The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

03/26/2001 DBYRNE 00000078 1507016

01 FC:481 40.00 DP

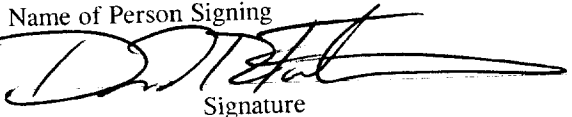
02 FC:482 150.00 DP

DO NOT USE THIS SPACE

9. 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.

David R. Fairbairn _____
Name of Person Signing


Signature

3/5/01
Date

Total number of pages including cover sheet, attachments and document: [6]

SCHEDULE A

REGISTERED TRADEMARKS

Trademark	Registration Date	Registration No.
Pacesetter®	10/04/88	1,507,016
Membrex®	10/04/88	1,507,017
Benchmark®	10/04/88	1,507,018
UltraFlic®	08/07/90	1,608,871
UltraChem®	11/16/93	1,805,153
SteelPore®	11/15/93	1,805,167
Waste Wizard®	05/20/97	2,063,117

TERMINATION AND RELEASE
OF PATENT AND TRADEMARK SECURITY INTEREST

This Release of Patent and Trademark Security Interest is made and entered into effective as of the 29th day of April, 1998, by Safety-Kleen Corp., a Wisconsin corporation ("Secured Party") (also identified as Safety-Kleen Corporation according to the Security Agreement), pursuant to the Loan Documents (as defined in that certain Patent and Trademark Security Agreement) dated as of August 8, 1996 between Membrex, Inc., a Delaware corporation ("Debtor") and the Secured Party and recorded at reel 8222 frame 0511 and reel 1520 frame 0834 (the "Security Agreement") (capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement).

Recitals

- A. Debtor is the owner of certain intellectual property in which Debtor has granted a security interest to the Secured Party; and
- B. Secured Party is now releasing such security interest.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Release of Security Interest.** Secured Party hereby releases all right title and interest in and to the Collateral, including without limitation the security interest granted under the Security Agreement in those assets specifically identified in Schedule A hereto.
2. **Termination.** The Security Agreement is hereby terminated and all rights, authorities, grants, assignments, representations, warranties, covenants, obligations, appointments and powers are hereby revoked, terminated and/or released. Nothing in this agreement shall constitute a release or waiver of any claim arising out of breach of the Patent and Trademark Security Agreement.
3. **Power of Attorney.** Secured Party hereby appoints Debtor as Secured Party's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Secured Party: (a) file this agreement (or an abstract hereof) or any other document describing the release of Secured

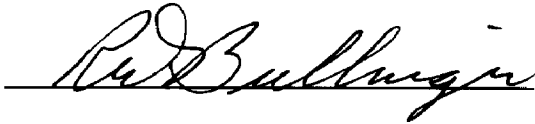
Party's interest in the Collateral with the United States Patent and Trademark Office; (b) upon provision of reasonable notice to Secured Party, execute any modifications of this agreement necessitated to record the release of any security interest in and to the Collateral obtained by virtue of paragraphs 4 and/or 6 of the Security Agreement; and (c) upon provision of reasonable notice to Secured Party, take any action and execute any instrument which Debtor may deem necessary or advisable to accomplish the purposes of this agreement.

IN WITNESS WHEREOF, this Release is made and entered into effective as of the date first set forth above.

SAFETY-KLEEN CORP.

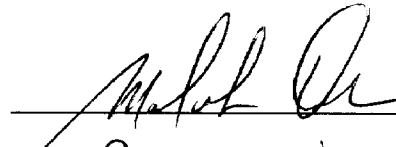
MEMBEX, INC.

By:



Title: Senior Vice President
Business Management and Marketing

By:



Title: President & CEO

STATE OF New Jersey)
)
COUNTY OF Passaic) ss.:

On the 16th day of April, 1998, before me personally came Malcolm R. Kahn, to me know to be the individuals who executed the foregoing instrument and, who, being duly sworn by me, did depose and say that he is the President and Chief Executive Officer of Membrex, Inc., a Delaware corporation, which executed the foregoing instrument, that the execution of the instrument by Membrex, Inc. was duly authorized by the Board of Directors of said corporation, and said Malcolm R. Kahn, duly executed the instrument on behalf of said corporation.

Anna Marie Driscoll
Notary Public

ANNA MARIE DRISCOLL
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/17/2001

STATE OF Illinois)
)
COUNTY OF Kane) ss.:

On the _____ day of _____, 1998, before me personally came Roy D. Bullinger, to me know to be the individual who executed the foregoing instrument and, who, being duly sworn by me, did depose and say that he is the Senior Vice President of Safety-Kleen Corp., a Wisconsin corporation, which executed the foregoing instrument, ^{and} that the execution of the instrument by Safety-Kleen Corp. was duly authorized by the Board of Directors of said corporation.

Barbara Rudolph
Notary Public

