# 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
Pine Street Capital Partners, LP		101/01/2010	LIMITED PARTNERSHIP: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Accumed Technologies, Inc.	
Street Address:	160 Bud-Mil Drive	
City:	Buffalo	
State/Country:	NEW YORK	
Postal Code:	14206	
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78917802	BREATHE-O-PRENE
Registration Number:	3273071	INTELLIGENT INTERACTIVE MATERIALS
Registration Number:	2864222	BREATH-O-PRENE

#### **CORRESPONDENCE DATA**

Fax Number: (585)362-4616

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 585.362.4513

Email: trademarks@woodsoviatt.com Correspondent Name: Katherine H. McGuire, Esq. Address Line 1: 700 Crossroads Building

Address Line 4: Rochester, NEW YORK 14614

ATTORNEY DOCKET NUMBER: AC032.70721

NAME OF SUBMITTER: Katherine H. McGuire, Esq.

**TRADEMARK** 

900152552

REEL: 004134 FRAME: 0198

Signature:	/katherine h. mcguire/
Date:	01/20/2010
Total Attachments: 4 source=Pine Street Release#page1.tif source=Pine Street Release#page2.tif source=Pine Street Release#page3.tif source=Pine Street Release#page4.tif	

TRADEMARK REEL: 004134 FRAME: 0199 January 1, 2010

AccuMed Innovative Technologies, Inc. 160 Bud-Mil Drive Buffalo, New York 14206 Attn: William McGowan

Re: Release of Intellectual Property Security Interest

Dear Mr. McGowan:

Reference is made to that certain Amended and Restated Securities Purchase Agreement is made as of the 1<sup>st</sup> day of January, 2010 ("Effective Date") by and between PINE STREET CAPITAL PARTNERS, LP, a Delaware limited partnership, having its principal office and place of business at 99 Pine Street, Albany New York 12207 (the "Purchaser") and ACCUMED, LLC, a Delaware limited liability company), having its principal office and place of business at 160 Bud-Mil Drive, Buffalo, New York 14206 (the "Credit Agreement"). Capitalized terms not otherwise defined herein have the meaning provided in the Credit Agreement.

In connection with the Original Purchase Agreement, ACCUMED TECHNOLOGIES, INC. ("AT") executed and delivered that certain Patent Security Agreement dated as of July 27, 2006 ("Patent Security Agreement") by and between AT and the Bank and that certain Trademark Security Agreement dated as of July 27, 2006 ("Trademark Security Agreement") by and between AT and the Bank.

The Bank has been made aware that both AT and AGC intend to contribute all of their assets and liabilities to Holdings which in turn will contribute all of its assets and liabilities to AccuMed LLC, a Delaware limited liability company ("Borrower") in connection with a restructuring transaction (the "Restructure"). Pursuant to the Restructure, the Borrower shall become the owner of record of the collateral under the Intellectual Property Security Agreements (the "IP Collateral").

In connection with the Restructure, Purchaser hereby releases any and all interest it may have of record in the IP Collateral, as set forth on Exhibit A attached hereto, provided that the IP Collateral is assigned to the Borrower.

The foregoing shall only be effective in the specific instance set forth above and for the specific purpose for which made, as expressly limited to the facts and circumstances referenced to herein and shall not operate (i) as a waiver of any other requirements of the Credit Agreement or (ii) as a waiver of any right, power, or remedy of the Purchaser under the Credit Agreement.

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TRADEMARK REEL: 004134 FRAME: 0200 This letter agreement is based upon the mutual promises and representations herein made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the execution of this agreement by the parties.

Sincerery	<sup>7</sup> 3	
		PINE STREET CAPITAL PARTNERS, L.P.
		By: 12 / (Ge, Name: 7) / (Cear of Title: 1)
	l and Agreed to as of day of January, 2010	
ACCUM	ED TECHNOLOGIES, INC	C.
	ame: William McGowan itle: Chief Financial Office	er
ACCUM	ED GC IV LAMINATING	, INC.
	ame: William McGowan itle: Chief Financial Office	er
ACCUM	ED LLC	
Ву:	ame:	
T	itle:	
ACCUM	ED INNOVATIVE TECH	NOLOGIES, INC.
Ву:		· ·
	ame: William McGowan itle: Chief Financial Office	er

{1074148;}

This letter agreement is based upon the mutual promises and representations herein made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the execution of this agreement by the parties.

Sincerely,	
	PINE STREET CAPITAL PARTNERS, L.P.
	By: Name: Title:
Accepted a	nd Agreed to as of
	y of January, 2010
ACCUME	TECHNOLOGIES, INC.
By:	
	e: William McGowan : Chief Financial Officer
ACCUME	GC IV LAMINATING, INC.
Ву:	
	e: William McGowan : Chief Financial Officer
ACCUMEI	LLC
	e: MINIAM MEGANAN
Titk	CFO
ACCUMEI	INNOVATIVE TECHNOLOGIES, INC.
Ву:	
	e: William McGowan : Chief Financial Officer

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## EXHIBIT A

### **PATENTS**

U.S. Patent No.

Issue Date

Patent Name

6,861,379

March 1, 2005

**BREATHABLE** 

**NEOPRENE SUBSTITUTE** 

### TRADEMARK APPLICATIONS

Country

Reference #

Filed

App. #

Status

Class

**ASPIRBANDAGE** 

**United States** 

040122.00004-US

7/22/2004

78/454,721

Allowed

10-Bandages containing therapeutics, namely bandages for anatomical joints, and compression, elastic and orthopedic support bandages

**ASPIRFABRIC** 

**United States** 

040122.00003-US

7/22/2004

78/454,713

Allowed

5 - Synthetic fabric containing a medicament for pain relief, for medical purposes

**BREATHE-O-PRENE** 

United States

040122.00012-US

6/27/2006

78/917,802

Pending

24 - Stretchable synthetic fabric used in the manufacturer of supports and protective

padding

## TRADEMARK REGISTRATIONS

INTELLIGENT INTERACTIVE MATERIALS

**United States** 

Reg. No. 3,273,071

**BREATH-O-PRENE** 

**United States** 

Reg. No. 2,864,222

China

Reg. No. 3,541,518

European

Reg. No. 003133147

Australian

Reg. No. 951039

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RECORDED: 01/20/2010

TRADEMARK

REEL: 004134 FRAME: 0203