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PATENT

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FORM PTO Expires 06/30/99 OMB 0651-0027	-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT		
Corresponde	ent Name and Address	Area Code and Telephone Number 713	-871-2025		
Name [J. Randolph Ewing				
Address (line 1)	Nine Greenway Plaz	a			
Address (line 2)	Suite 3100				
Address (line 3)	Houston, Texas 770	46			
Address (line 4)					
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Application Number(s) attached Mark if additional numbers attached					
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If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was <u>Month Day Year</u> signed by the first named executing inventor.					
Enter only	eration Treaty (PCT) r PCT application number if a U.S. Application Number not been assigned.	PCT PCT PCT PCT	PCT PCT		
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 X Deposit Account					
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #					
	A	uthorization 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.					
Richard D	. Frank	The 107	1/20/99		
Name	of Person Signing	Signature	´ Daté		

PATENT REEL: 010327 FRAME: 0580

TERMINATION OF COMMERCIAL SECURITY AGREEMENT

THIS TERMINATION OF COMMERCIAL SECURITY AGREEMENT ("Agreement") is between RICHARD D. FRANK, an individual resident of the State of Texas ("R. Frank"), and QWIKSTRIP PRODUCTS, L.L.C., a Texas limited liability company ("QwikStrip").

RECITALS

WHEREAS, in order to secure QwikStrip's obligations to R. Frank under that certain Promissory Note payable to R. Frank in the original principal amount of \$500,000 dated as of September 29, 1998 (the "Promissory Note"), that certain Settlement Agreement dated as of September 29, 1998 by and among R. Frank, Momentum Medical Devices, Inc., a Texas corporation, and Mark R. Schroeder, an individual residing in the State of Texas, and otherwise (collectively, the "Obligations"), QwikStrip and R. Frank entered into a Commercial Security Agreement dated as of September 29, 1998 (the "Security Agreement"), whereby QwikStrip granted to R. Frank a security interest in substantially all of the assets of QwikStrip; and

WHEREAS, R. Frank and QwikStrip have entered into that certain Membership Interest Redemption and Compromise Settlement Agreement as of even date herewith; and

WHEREAS, R. Frank and QwikStrip wish to terminate the Security Agreement;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants and agreements herein contain, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. The Security Agreement is hereby terminated and shall be of no further force or effect.
- 2. R. Frank shall release all liens that he may have against QwikStrip.
- 3. From time to time, whether at or after execution hereof, as and when requested, R. Frank agrees to execute, acknowledge and deliver all such instruments or documents and take such other action as may be reasonable or necessary to effectuate the terms, conditions and purposes of this Agreement, specifically including the release of any lien or security interest now in effect in favor of R. Frank.
- 4. Miscellaneous.
- (a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, assigns and heirs.

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- (b) Counterparts. This Agreement may be executed in any number of counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.
- (c) Facsimile Signatures. Each party agrees to accept the facsimile signature of the other parties to this Agreement as evidence of the execution and delivery of this Agreement. Such facsimile signature will be deemed to be binding upon the party sending such facsimile signature.
- (d) Severability. In the case any one or more of the provisions contained in this Agreement, or any other agreements executed in connection herewith shall be invalid, illegal, or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and therein shall not in any way be affected thereby.
- (e) Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 20 day of April, 1999.

QWIKSTRIP PRODUCTS

Mark R. Schroeder, Chief Executive Officer

and President

Richard D. Frank, Individually

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BOYER, EWING & HARRIS

ATTORNEYS

THE COASTAL TOWER
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HOUSTON, TEXAS 77046-0904
(713) 871-2025
TELEFAX (713) 871-2024

October 19, 1999

CERTIFIED MAIL -RETURN RECEIPT REQUESTED

BOX ASSIGNMENT Commissioner of Patents and Trademarks Washington, D.C. 20231

Re: Assignment of Patent No. 5,511,689 issued on April 30, 1996 - "Dispensing Device for Adhesive-Backed Articles"

Dear Sir or Madam:

Enclosed please find one executed copy of a Form PTO-1619C-Continuation to assign the captioned patent from Richard D. Frank to QwikStrip Products, L.L.C., with Termination of Security Agreement attached thereto. Also enclosed is a check in the amount of \$40.00 made payable to the Commissioner of Patents and Trademarks to cover the filing fee for the Assignment.

Please file the enclosed Assignment, and send the postcard confirmation to the undersigned at the address above.

Thank you very much for your assistance in this matter. Should you have any questions or require any additional information, please contact me at my direct phone number: 713-888-1809.

Very truly yours,

Sherry G. Gatewood

Paralegal

Enclosures

cc: J. Randolph Ewing (w/enc.)

RECORDED: 10/25/1999

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PATENT

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