Client Code: PRSMED.044DD

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

   1. Walter Cruttenden III
   2. ISS Management D, LLC

   Additional names of conveying parties attached?

   ( ) Yes (X) No

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

   Name: Prismedical Corporation
   Internal Address:
   Street Address: 118 Dodd Court
   City: American Canyon **State**: California
   ZIP: 94503

   Additional name(s) of receiving party(ies) attached?

   ( ) Yes (X) No

3. Nature of conveyance:

   ( ) Assignment ( ) Security Agreement
   ( ) Merger ( ) Change of Name
   (X) Other: Termination of Security Agreement ("Termination, Waiver and Amendment Agreement)

   Execution Date: June 28, 2002

4. US or PCT Application number(s) or US Patent number(s):

   Please see attached table listing

5. Party to whom correspondence concerning document should be mailed:

   Customer No. 20,995
   Address: Knobbe, Martens, Olson & Bear, LLP
   2040 Main Street, 14th Floor
   Irvine, CA 92614
   Return Fax: (949) 760-9502
   Attorney's Docket No.: PRSMED.044DD

6. Total number of applications and patents involved: 26

7. Total fee (37 CFR 1.21(h)): $1,040

   (X) Authorized to be charged to deposit account

8. Deposit account number: 11-1410

   Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

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.

   Adeel S. Akhtar
   Name of Person Signing

   Adeel Sayed Akhtar
   Signature

   February 27, 2006
   Date

   41,394
   Registration No.

Total number of pages including cover sheet, attachments and document: 9

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
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Alexandria, VA 22313-1450
Facsimile Number: (571) 273-0140

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020706

CH $1040.00 111410 11063789

Patents and Pending Applications for Recordation of Termination of Security Interest Agreement
Atty Docket No. PRSMED.044DD

Issued

Our Ref.	Title	Serial No.	Filing Date	U.S. Patent No.	Issue Date
PRSMED.001A	DEVICES FOR PREPARING HEMODIALYSIS SOLUTIONS	09/518,482	March 3, 2000	6,605,214	August 12, 2003
PRSMED.001C1	METHODS AND DEVICES FOR PREPARING HEMODIALYSIS SOLUTION	10/639,840	August 12, 2003	6,858,139	February 22, 2005
PRSMED.002A	APPARATUS AND METHOD FOR PREPARATION OF A PERITONEAL DIALYSIS SOLUTION	09/277,448	March 26, 1999	6,274,103	August 14, 2001
PRSMED.002C1	APPARATUS AND METHOD FOR PREPARATION OF A PERITONEAL DIALYSIS SOLUTION	09/908,785	July 18, 2001	6,426,056	July 30, 2002
PRSMED.002C2	APPARATUS AND METHOD FOR PREPARATION OF A PERITONEAL DIALYSIS SOLUTION	10/210,422	July 30, 2002	6,623,709	September 23, 2003
PRSMED.002C3	APPARATUS AND METHOD FOR PREPARATION OF A PERITONEAL DIALYSIS SOLUTION	10/664,215	September 16, 2003	6,986,872	January 17, 2006
PRSMED.002CP1	WATER PURIFICATION PACK	09/364,631	July 30, 1999	6,719,745	April 13, 2004
PRSMED.2CP1D1	WATER PURIFICATION PACK	10/339,702	January 8, 2003	6,814,724	November 9, 2004
PRSMED.003A	SINGLE DOSE DELIVERY DEVICE	09/504,179	February 15, 2000	6,562,002	May 13, 2003
PRSMED.003C1	SINGLE DOSE DELIVERY DEVICE	10/437,412	May 12, 2003	6,932,791	August 23, 2005

Patents and Pending Applications for Recordation of Termination of Security Interest Agreement
Atty Docket No. PRSMED.044DD

Our Ref.	Title	Serial No.	Filing Date	U.S. Patent No.	Issue Date
PRSMED.005A	PORTABLE INTRAVENOUS SOLUTION PREPARATION APPARATUS AND METHOD	07/809,272	December 16, 1991	5,259,954	November 9, 1993
PRSMED.005CP1	REAGENT/DRUG CARTRIDGE	08/149,319	November 9, 1993	5,725,777	March 10, 1998
PRSMED.007A	VERTICAL REACTION VESSEL	07/235,375	August 23, 1988	4,871,463	October 3, 1989
PRSMED.008A	DRUG DELIVERY PACK	09/559,692	April 27, 2000	6,527,738	March 4, 2003
PRSMED.008DV1	METHOD OF LOADING DRUG DELIVERY PACK	10/339,715	January 8, 2003	6,916,305	July 12, 2005
PRSMED.012A	IN-LINE IV DRUG DELIVERY PACK WITH CONTROLLABLE DILUTION	09/717,796	November 20, 2000	6,428,505	August 6, 2002
PRSMED.012C1	IN-LINE IV DRUG DELIVERY PACK WITH CONTROLLABLE DILUTION	10/214,558	August 6, 2002	6,520,932	February 18, 2003
PRSMED.012C2	IN-LINE IV DRUG DELIVERY PACK WITH CONTROLLABLE DILUTION	10/358,443	February 3, 2003	6,676,632	January 13, 2004
PRSMED.012C3	IN-LINE IV DRUG DELIVERY PACK WITH CONTROLLABLE DILUTION	10/712,747	November 12, 2003	6,805,685	October 19, 2004
PRSMED.016A2	DUAL CHAMBER DISSOLUTION CONTAINER WITH PASSIVE AGITATION	10/141,501	May 6, 2002	6,878,338	April 12, 2005

Patents and Pending Applications for Recordation of Termination of Security Interest Agreement
Atty Docket No. PRSMED.044DD

Pending

Our Ref.	Title	Serial No.	Filing Date
PRSMED.001C1DV	METHODS AND DEVICES FOR THE PREPARING HEMODIALYSIS SOLUTIONS	11/063,789	February 22, 2005
PRSMED.002C4	APPARATUS AND METHOD FOR PREPARATION OF A PERITONEAL DIALYSIS SOLUTION	11/333,949	January 17, 2006
PRSMED.2CP1D1C1	WATER PURIFICATION PACK	10/997,096	November 9, 2004
PRSMED.008DV1C1	METHOD OF LOADING DRUG DELIVERY PACK	11/181,029	July 12, 2005
PRSMED.016DV1	DUAL CHAMBER DISSOLUTION CONTAINER WITH PASSIVE AGITATION	10/874,630	June 22, 2004
PRSMED.024A	MEDICAL GRADE WATER PRODUCTION SYSTEM	10/177,718	June 19, 2002

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TERMINATION, WAIVER AND AMENDMENT AGREEMENT

This TERMINATION, WAIVER AND AMENDMENT AGREEMENT (this "*Agreement*") is entered into as of June 28, 2002, by and among Walter Cruttenden III, an individual ("*Cruttenden*"), ISS Management D, LLC, a California limited liability company ("*ISS*") (collectively, Cruttenden and ISS, the "*Lien Holders*") and PRISMEDICAL CORPORATION, a California corporation (the "*Company*"), which all are parties to that certain Collateral Assignment, Patent Mortgage and Security Agreement entered into by and among the parties hereto as of July 17, 2001 (the "*Collateral Assignment*"), which Collateral Assignment was entered into to provide for the assignment, patent mortgage and grant of security interest of certain assets of the Company to the Lien Holders (subject to the terms and conditions thereof) (the "*Security Interest*") in exchange for the issuance by the Company of (i) a certain promissory note to Cruttenden dated July 18, 2001 in the original principal amount of $74,800.00 ("*Note 1*") and (ii) a certain promissory note to ISS dated July 18, 2001 in the original principal amount of $74,800.00 ("*Note 2*") (collectively, Note 1 and Note 2, the "*Notes*").

WHEREAS, the Collateral Assignment provides the Lien Holders with an assignment, patent mortgage and security interest (collectively, the "*Interests*") in and to certain patents and patent applications of the Company, which are more fully described in Exhibit A to the Collateral Assignment (collectively, the "*Patents*").

WHEREAS, the Notes provide that the Company's performance under the Notes will be secured by the Patents as provided in the Collateral Assignment.

WHEREAS, the Company desires to offer, issue and sell up to 7,100,000 shares of its Series C Preferred Stock, par value $0.001 per share (the "*Series C Financing*"), and the investor in the Series C Financing is requiring that the Collateral Assignment be terminated, the Interests are waived and the Notes are amended to reflect such termination and waiver, all as a closing condition to the first closing of the Series C Financing.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Termination of Collateral Assignment</u>. Upon the execution of this Agreement by all of the parties to the Collateral Assignment, the Collateral Assignment is hereby wholly terminated and shall be of no force and no effect (the "*Termination*").

2. <u>Waiver of Interests</u>. The Lien Holders hereby forever waive the Interests (the "*Waiver*").

3. Amendment of the Notes. Paragraphs 4. ("Security") in the Notes shall be deleted in their entirety, and the Notes shall hereinafter be considered unsecured obligations of the Company (the "*Amendment*").

4. Condition Subsequent. The Termination, Waiver and Amendment shall be subsequently conditioned upon the first closing of the Series C Financing occurring on or before June 30, 2002.

5. Further Assurances. The parties hereto agree to take such further actions and to execute and deliver such other documents as may be reasonably necessary to effectuate the purposes of this Agreement, including without limitation (i) the execution and filing of any forms required under the Uniform Commercial Code of California, or by any other state, local or foreign jurisdiction, to reflect the release and termination of the Interests, and (ii) the execution and filing of any forms required by the U.S. Patent and Trademark Office, or by any other local, state, federal or foreign governmental agency, to reflect the release and termination of the Interests. Such additional filings or documentation may be attached hereto upon receipt thereof and labeled as attachments hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Termination, Waiver and Amendment Agreement as of the date first above written.

ISS MANAGEMENT D, LLC

By:____________________
Name: Don Thorne
Title: Manager

PRISMEDICAL CORPORATION

By:____________________
Name: Mark Sizelove
Title: President & CEO

WALTER CRUTTENDEN III

Walter Cruttenden

IN WITNESS WHEREOF, the parties hereto have executed this Termination, Waiver and Amendment Agreement as of the date first above written.

ISS MANAGEMENT D, LLC

By:
Name: Don Thorne
Title: Manager

PRISMEDICAL CORPORATION

By: ____________________
Name: Mark Sizelove
Title: President & CEO

WALTER CRUTTENDEN III

____

IN WITNESS WHEREOF, the parties hereto have executed this Termination, Waiver and Amendment Agreement as of the date first above written.

ISS MANAGEMENT D, LLC

By:____________________
Name: Don Thorne
Title: Manager

PRISMEDICAL CORPORATION

By:____________________
Name: Mark Sizelove
Title: President & CEO

WALTER CRUTTENDEN III

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