

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND	05/11/2006

RECEIVING PARTY DATA

Name:	HYPOGUARD AMERICA LIMITED
Street Address:	5182 WEST 76TH STREET
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55439

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6348324
Patent Number:	6503725
Patent Number:	6528652
Application Number:	10004540

CORRESPONDENCE DATA

Fax Number: (713)238-7343  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7132204192  
Email: pat-tmk@andrewskurth.com  
Correspondent Name: GRACE O'MALLEY/ANDREWS KURTH LLP  
Address Line 1: 600 TRAVIS, SUITE 4200  
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:

85747

NAME OF SUBMITTER:

GRACE O'MALLEY

Total Attachments: 4

500104316

PATENT  
REEL: 017619 FRAME: 0051

CH 6348324 \$160.00

source=BoS & Hypoguard America--Release of Patents & TM#page1.tif  
source=BoS & Hypoguard America--Release of Patents & TM#page2.tif  
source=BoS & Hypoguard America--Release of Patents & TM#page3.tif  
source=BoS & Hypoguard America--Release of Patents & TM#page4.tif

## RELEASE OF SECURITY INTEREST

WHEREAS, pursuant to that certain Patent, Trademark and License Security Agreement, made by **HYPOGUARD AMERICA LIMITED**, an English private limited company, whose registered office is Dock Lane, Melton, Woodbridge, Suffolk IP12 IPE (Registered Number 4102103)(together with its permitted successors and assigns, "Grantor"), to **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND**, incorporated by act of parliament in Scotland ("Lender"), and dated as of January 16, 2004 (the "2004 Patent Agreement") and that certain Patent, Trademark and License Security Agreement, made by Grantor to Lender, and dated as of January 31, 2001(the "2001 Patent Agreement" and together with the 2004 Patent Agreement, the "Security Agreements"), Grantor has granted and assigned to Lender a continuing security interest in and to all right, title and interest of the Grantor ("Security Interest") in various properties (such properties referred to collectively as the "Collateral");

WHEREAS, the Collateral includes, among other properties, those certain patents and the corresponding registrations thereof in the United States Patent and Trademark Office listed in Exhibit A (such listed patents referred to as the "Released Patents") and those certain trademarks and the corresponding registrations thereof in the United States Patent and Trademark Office listed in Exhibit B hereto, and the good will associated therewith (such listed trademarks and associated registrations and goodwill collectively referred to as the "Released Marks");

WHEREAS, pursuant to certain agreements made by Grantor and its affiliates and assigns (such parties collectively referred to as the "Debtor Parties") and in reliance in part on the Security Interest in the Collateral, Lender has provided certain loan facilities; and

WHEREAS, subject to each of the terms and conditions of this Release, Lender is willing to release its Security Interest in the Released Patents, the Released Marks and all other Collateral.

NOW, THEREFORE, Lender by these presents does hereby release, without any representation or warranty of any kind whatsoever, its Security Interest in the Released Patents, the Released Marks and all other Collateral. However, nothing contained in this Release of Security Interest will or will be deemed to terminate, limit or otherwise impair the liabilities and obligations of Hypoguard Medical Products, Inc., Medisys PLC, Medisys USA, Inc., Hypoguard America Limited, Hypoguard Limited and/or Hypoguard USA, Inc. under any indemnification provisions of the U.S. Security Documents (as defined in the Release of Liens Letter by The Governor and the Company of the Bank of Scotland to Hypoguard Medical Products, Inc., Medisys PLC, Medisys USA, Inc., Hypoguard America Limited, Hypoguard Limited and/or Hypoguard USA, Inc., regarding the Medisys U.S. Security Documents and dated April [ ], 2006), as applicable, or any other provisions thereof, in each case, to the extent that they expressly state that they survive the termination of the applicable U.S. Security Documents (the "U.S. Security Documents Surviving Provisions"), and the payment of all amounts in respect of such U.S. Security Documents Surviving Provisions.


[Signature Page Follows]

EXECUTION VERSION

Executed this 11<sup>th</sup> day of May, 2006.

"Lender"

**THE GOVERNOR AND COMPANY  
OF THE BANK OF SCOTLAND**

By:   
Printed Name: CHRISTOPHER JOHN COOPER

for and on behalf of

**THE GOVERNOR AND COMPANY  
OF THE BANK OF SCOTLAND**

*Release of Security Interest Hypoguard America Limited – Signature Page*

HOU:2566788.2

**PATENT**

**REEL: 017619 FRAME: 0054**

**EXHIBIT A**

U.S. Patent Serial No.	U.S. Patent No.
09/365,322	6,348,324
10/024,887	6,503,725
09/365,592	6,528,652
10/004,540	Patent No. has not been issued

**EXHIBIT A** TO RELEASE OF SECURITY INTEREST

HOU:2566788.2

**PATENT**  
**REEL: 017619 FRAME: 0055**

**EXHIBIT B**

<b><u>U.S. Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>
ADVANCE NUTRITION	78/297,473	3,032,853
ADVANCE MICRODRAW	78/297,475	2,961,241
ASSURE	75/499,053	2,352,631
DIA SCREEN	74/048,398	1,632,898
GLUCOBALANCE	76/178,656	Registration No. has not been issued
GLUCOBALANCE	78/112,848	Registration No. has not been issued
HYPOGUARD	76/226,130	2,737,941
HYPOGUARD ADVANCE	75/933,038	2,747,702
MICRODRAW	78/299,770	2,958,439
NEWTEK	78/188,430	2,893,890
QUICKLANCE	76,372,262	2,744,475
QUICKTEK	76/050,392	2,732,596
SELECT LITE	75/907,077	2,469,283
SUPREME II	75,268,956	2,144,675
TECHLITE	74,697050	1,978,403

**EXHIBIT B** TO RELEASE OF SECURITY INTEREST

HOU:2566788.2

**RECORDED: 05/15/2006**

**PATENT**  
**REEL: 017619 FRAME: 0056**