

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
Massachusetts Mutual Life Insurance Company	07/21/2006
MassMutual Participation Investors	07/21/2006
MassMutual Corporate Investors	07/21/2006
C.M. Life Insurance Company	07/21/2006

RECEIVING PARTY DATA

Name:	Beacon Medical Products LLC
Street Address:	13325-A CAROWINDS BLVD.
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28273

Name:	Medaes, Inc.
Street Address:	2850 COLONNADES COURT
City:	NORCROSS
State/Country:	GEORGIA
Postal Code:	30071

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	6223768
Patent Number:	6149128
Patent Number:	6168209
Patent Number:	6347643
Patent Number:	6987448
Application Number:	11138867

CORRESPONDENCE DATA

PATENT

500129704

REEL: 017982 FRAME: 0416

CH \$240.00 6223768

Fax Number: (202)408-4400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-4442
Email: john.stolpa@finnegan.com
Correspondent Name: John C. Stolpa
Address Line 1: 901 New York Avenue NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:

08079.0019

NAME OF SUBMITTER:

John C. Stolpa

Total Attachments: 8

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**TERMINATION AND RELEASE OF
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement") is granted on this 21st day of July, 2006 to **BEACON MEDICAL PRODUCTS LLC**, a Delaware limited liability company (together with its predecessors, successors and assigns the "Operating Company") and **MEDAES, INC.**, a Georgia corporation ("Medaes," together with its successors and assigns and the Operating Company, the "Assignee"), by **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Mutual Life Insurance Company under charter of the Commonwealth of Massachusetts ("MML"), **MASSMUTUAL PARTICIPATION INVESTORS**, a Massachusetts Business Trust organized under a Declaration of Trust dated April 7, 1988, as amended ("MPI"), **MASSMUTUAL CORPORATE INVESTORS**, a Massachusetts Business Trust organized under a Declaration of Trust dated September 13, 1985, as amended ("MCI," together with MML and MPI the "MassMutual Lenders") and **C.M. LIFE INSURANCE COMPANY**, a Mutual Life Insurance Company under Charter of the Commonwealth of Massachusetts ("CML," together with the MassMutual Lenders and each other holder of a Secured Obligation (as defined in the Note Purchase Agreement), the "Secured Parties" and individually a "Secured Party") in connection with the termination of a certain Note and Warrant Purchase Agreement dated as of April 9, 2002 (as amended by that certain Omnibus Amendment Agreement, dated as of October 23, 2003 and further amended by that certain Second Omnibus Amendment Agreement dated December 31, 2004, individually and collectively, the "Note Purchase Agreement") by and between the Operating Company (as successor to Beacon Acquisition Company LLC) and the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Operating Company, certain of its affiliates and the MassMutual Lenders entered into a certain Security Agreement dated as of April 9, 2002 (the "2002 Security Agreement") for the purpose of securing certain obligations of the Operating Company and its affiliates under the Note Purchase Agreement and the Financing Documents (as defined in the Note Purchase Agreement); and

WHEREAS, in connection with the Omnibus Amendment Agreement, dated as of October 23, 2003, CML was joined as a Secured Party under the 2002 Security Agreement and Medaes, certain of its affiliates and the Secured Parties entered into a certain Security Agreement dated as of October 23, 2003 (the "2003 Security Agreement") for the purpose of securing certain obligations of Medaes and its affiliates under the Note Purchase Agreement and the Financing Documents; and

WHEREAS, pursuant to the 2002 Security Agreement, the 2003 Security Agreement and the other Financing Documents, the Assignee granted to the Secured Parties a security interest in, *inter alia*, all of the Assignee's right, title and interest in and to all of the patents, patent applications and patent license rights identified on Schedule A attached hereto and the inventions described and claimed therein (collectively, the "Patent Collateral"); all to secure the payment and performance of the obligations under the Financing Documents; and

WHEREAS, various Patent Collateral Assignment and Security Agreements (collectively, the "Collateral Assignments") have been recorded by the Secured Parties from time to time with the United States Patent and Trademark Office and other jurisdictions with respect to the Patent Collateral owned by each Assignee to provide notice of the Secured Parties' security interest and/or collateral assignment granted pursuant to the Financing Documents; and

WHEREAS, the Assignee and each of its affiliate that is a party to the Financing Documents has fully paid and performed the obligations under, and secured by, the Financing Documents and the Collateral Assignments on or about the date hereof, and the Secured Parties have agreed to terminate and release their security interest and their right, title and interest in the Patent Collateral on or about the date hereof as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged:

1. The Secured Parties hereby terminate and release their security interest and their right, title and interest in all of the Assignee's Patent Collateral, and the Secured Parties hereby assign and transfer to the Assignee, without recourse, all of the Secured Parties' right, title and interest in and to the Patent Collateral effective as of the date set forth above. For the avoidance of doubt, the Secured Parties' termination, release, assignment and reassignment herein relates to all inventions described and claimed in the Patent Collateral and all related property, including, but not limited to, all proceeds of infringement suits, the sole right to sue for past, present, future and threatened infringement of all rights corresponding thereto throughout the world, and any royalties, licenses, fees, proceeds, improvements, continuations, re-issuances, renewals and subsequent patents obtained in connection with any of the Patent Collateral.

2. The Secured Parties shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in the Assignee the Patent Collateral hereby released, granted, conveyed, transferred, assigned and delivered or intended so to be. The Secured Parties further agree to perform such other acts as the Assignee may deem necessary to secure to it the rights hereby assigned.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties have signed this Agreement by its duly authorized officer as of the date and year first above written.

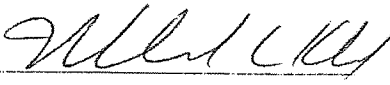
SECURED PARTIES:

**MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY**

By: Babson Capital Management LLC, as Investment
Adviser


BM By: 
Name: **Michael L. Kiofas**
Title: **Managing Director**

MASSMUTUAL PARTICIPATION INVESTORS

BM By: 
Name: **Michael L. Kiofas**
Title: **Vice President**

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust individually, but the Trust's assets and property only shall be bound.

MASSMUTUAL CORPORATE INVESTORS

BM By: 
Name: **Michael L. Kiofas**
Title: **Vice President**

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

Patent Release

C.M. LIFE INSURANCE COMPANY

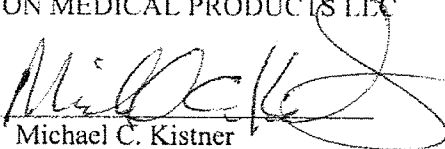
By: Babson Capital Management LLC, as Investment
Adviser
^Sub-

RM By: 
Name: Michael L. Klofas
Title: Managing Director

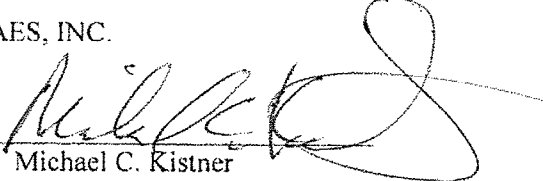
Patent Release

ASSIGNEE:

BEACON MEDICAL PRODUCTS LLC

By: 
Name: Michael C. Kistner
Title: President

MEDAES, INC.

By: 
Name: Michael C. Kistner
Title: President

Patent Release

STATE OF Massachusetts)
) ss:
COUNTY OF Hampden)

On this 19th day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Klofas, the Managing Director of *MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, and acknowledged the foregoing instrument to be the free act and deed of said MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, and his free act and deed.

* Babson Capital Management LLC
Its Investment Adviser

Lori Bryskiewicz
Notary Public Lori Bryskiewicz
My Commission Expires 2.23.2012

STATE OF Massachusetts)
) ss:
COUNTY OF Hampden)

On this 19th day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Klofas, the Vice President of MASSMUTUAL PARTICIPATION INVESTORS, and acknowledged the foregoing instrument to be the free act and deed of said MASSMUTUAL PARTICIPATION INVESTORS, and his free act and deed.

Lori Bryskiewicz
Notary Public Lori Bryskiewicz
My Commission Expires 2.23.2012

STATE OF Massachusetts)
) ss:
COUNTY OF Hampden)

On this 19th day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Klofas, the Vice President of MASSMUTUAL CORPORATE INVESTORS, and acknowledged the foregoing instrument to be the free act and deed of said MASSMUTUAL CORPORATE INVESTORS, and his free act and deed.

Lori Bryskiewicz
Notary Public Lori Bryskiewicz
My Commission Expires 2.23.2012

STATE OF Massachusetts)
) ss:
COUNTY OF Hampden)

On this 19th day of July, 2006, before me, the undersigned officer, personally appeared Michael L. Klofas, the Managing Director of *C.M. LIFE INSURANCE COMPANY, and acknowledged the foregoing instrument to be the free act and deed of said C.M. LIFE INSURANCE COMPANY and his free act and deed.

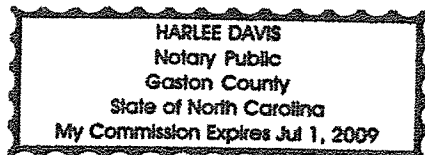
* Babson Capital Management LLC,
Its Investment Sub-Adviser

Lori Bryskiewicz
Notary Public Lori Bryskiewicz
My Commission Expires 2.23.2012

Patent Release

STATE OF NC)
COUNTY OF Mecklenburg) ss:

On this 18th day of July, 2006, before me, the undersigned officer, personally appeared Michael C. Kistner, the President of BEACON MEDICAL PRODUCTS LLC, and acknowledged the foregoing instrument to be the free act and deed of said BEACON MEDICAL PRODUCTS LLC, and his free act and deed.



Harlee Davis

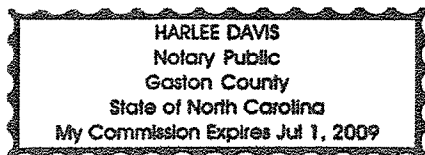
Notary Public

My Commission Expires

July 1, 2009

STATE OF NC)
COUNTY OF Mecklenburg) ss:

On this 18th day of July, 2006, before me, the undersigned officer, personally appeared Michael C. Kistner, the President of MEDAES, INC., and acknowledged the foregoing instrument to be the free act and deed of said MEDAES, INC., and his free act and deed.



Harlee Davis

Notary Public

My Commission Expires

July 1, 2009

Patent Release

SCHEDULE A

Patent Collateral

BEACON MEDICAL PRODUCTS LLC and MEDAES, INC.

Any and all U.S. and foreign pending and registered patents and patent license rights owned or used by the above-referenced entities and their predecessors in interest, including, but not limited to, the following:

<u>PATENT APPLICATION NO.</u>	<u>PATENT or PUBLICATION NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
	6,223,768	United States	Dust Cover
2,375,518		Canada	Dust Cover
87116454	NI-145120	Taiwan	Keyed Cap for Gas Outlet Valve
99930497.5	EP 1089777	EP	Gas Outlet Barrel Retention Apparatus
	6,149,128	United States	Keyed Cap for Gas Outlet Valve
	6,168,209	United States	Keyed Cap for Gas Outlet Valve
	6,347,643	United States	Gas Outlet Barrel Retention Apparatus
09/933502 11/138,867	6,987,448 US 2005/0275548	United States	Medical Gas Alarm System
PI 0011713-7		Brazil	Dust Cover
2,305,540		Canada	Keyed Cap for Gas Outlet Valve
2,306,471		Canada	Keyed Cap for Gas Outlet Valve
2,334,685		Canada	Gas Outlet Barrel Retention Apparatus
2000-519234		Japan	Keyed Cap for Gas Outlet Valve
98956387.9	EP 1025381	EP	Keyed Cap for Gas Outlet Valve
2001-505492		Japan	Dust Cover
2000-555654		Japan	Gas Outlet Barrel Retention Apparatus
PI 9804519		Malaysia	Keyed Cap for Gas Outlet Valve
2000-515136		Japan	Keyed Cap for Gas Outlet Valve
00941525.8	EP 1192382	EP	Dust Cover
98949705.2	EP 1017951 (National Patents with the same number in DE, FR, GB and LU)	EP	Keyed Cap for Gas Outlet Valve
PCT/US02/26025 National Stages: 2,458,215 2002332547 2004/001576 570/CHENP/2004 02820804.8 2004-7002751 02794900.7	EP 1428193	PCT Canada Australia Mexico India China South Korea EP	Medical Gas Alarm System