

02-22-1999



100970882

Atty. Docket No.

89216.001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner of Patents and Trademarks  
Box: Other  
Washington, D.C. 20231

*MPW  
2-16-99*

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

Dear Sir:

Please record the attached original document(s) or copy(ies):

Release of Security Interest

1. Submission Type:

- New
- Resubmission (Non-Recordation) - Document ID # \_\_\_\_\_
- Correction of PTO Error - Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document - Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

2. Nature of conveyance:

- Assignment
- Nunc Pro Tunc Assignment
- License
- Security Agreement
- Merger
- Change of Name
- Other Release

Effective Date: February 4, 1999

02/19/1999 JSHABAZZ 00000090 1730491

01 FC:481

40.00 OP

Page 1 of 4

**TRADEMARK**  
**REEL: 1856 FRAME: 0514**

Attorney Docket No. :  
Applicant :  
Serial No. :

3. Conveying Party

Name: BT Commercial Corporation

Formerly: \_\_\_\_\_

Execution Date: February 4, 1999

Individual       General Partnership       Limited Partnership  
 Corporation       Association       Other \_\_\_\_\_

Citizen/State of Incorporation/ Organization Delaware

4. Receiving Party:

Name: Imagyn Medical Technologies, Inc.

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): 5 Civic Plaza, Suite 100

Address (line 2): \_\_\_\_\_

City, State, Zip Code: Newport Beach, CA 92660

Individual       General Partnership       Limited Partnership  
 Corporation       Association       Other \_\_\_\_\_

If document is to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.  
*(Designation must be a separate document from Assignment)*

Citizen/State of Incorporation/Organization Delaware

Attorney Docket No. :  
Applicant :  
Serial No. :

5. Domestic Representative Name and Address (Enter for the first Receiving Party only.)

Name: \_\_\_\_\_  
Address (line 1): \_\_\_\_\_  
Address (line 2): \_\_\_\_\_  
Address (line 3): \_\_\_\_\_  
Address (line 4): \_\_\_\_\_

6. Correspondent Name and Address:

Area Code and Telephone Number: 616.831.1770

Barry C. Kane  
800 Calder Plaza Building  
250 Monroe Avenue, N.W.  
P.O. Box 306  
Grand Rapids, Michigan 49501-0306

7. Total number of pages: **3** *(includes the conveyance and any attachments)*

8. Trademark Application Number(s) or Registration Number(s):

1,730,491

Attorney Docket No. :  
Applicant :  
Serial No. :

9. Total number of properties involved: **1**

10. Total Fee Amount for the Properties Listed(37 C.F.R. § 3.41) **\$ 40.00**

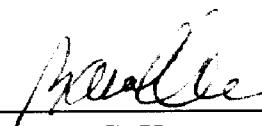
Enclosed  
 Charge Deposit Account No. 50.0223

Commissioner is hereby authorized to charge any additional fees or any overpayments that may be required to Deposit Account No. 50-0223.

11. 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.***

Dated: February 9, 1999

By:   
Barry C. Kane  
Reg. No. 32.036

RELEASE OF SECURITY INTEREST

(Trademarks)

THIS LIMITED RELEASE OF SECURITY INTEREST (Trademarks) is made as of this 4th day of February, 1999, by BT Commercial Corporation, as agent ("Secured Party"), 233 South Wacker Drive, Chicago, Illinois 60606 in favor of Imagyn Medical Technologies, Inc. ("Debtor").

WHEREAS, pursuant to the Trademark and License Security Agreement (Borrower), dated December 30, 1997, and Supplemental Trademark and License Security Agreement (Borrower), dated August 24, 1998, Debtor granted and conveyed to Secured Party, as agent, a lien and security interest in and to all trademark rights owned by the Debtor (referred to herein as "Encumbered Trademarks");

WHEREAS, for good and valuable consideration Secured Party has agreed to release its security interest and lien in certain trademarks of the Encumbered Trademarks without releasing the security interest and lien held by Secured Party in other trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby waives, releases, relinquishes and abandons any and all liens or security interests, and any and all claims of liens or security interests, of any kind or nature, in and to the trademark identified on Exhibit A attached hereto and made a part hereof and all foreign counterparts of such trademark (hereinafter the "Released Trademarks"). The foregoing release includes, without limitation, a release of only the liens and security interests arising with respect to the Released Trademarks by virtue of the Trademark and License Security Agreement recorded, on or about January 17, 1998, at reel 1676, frame 0815, and the Supplemental Trademark and License Security Agreement recorded, at reel 1792, frame 0380, on or about September 24, 1998 in the United States Patent and Trademark Office.

Secured Party expressly retains its security interest and lien in all Encumbered Trademarks not specifically released hereunder, and the security interest and lien held by Secured Party shall continue in full force and effect with respect to all Encumbered Trademarks not specifically released hereunder. Secured Party agrees to execute such other documents and assurances as may be reasonably necessary to carry out the intent of this Release of Security Interest.

This Release of Security Interest shall be binding upon Secured Party and its successors and assigns.

IN WITNESS WHEREOF, Secured Party has executed this Release of Security Interest as of the date first written above.

BT COMMERCIAL CORPORATION

By: Wayne D Hillcock  
Name: WAYNE D Hillcock  
Title: Sen. U.P.

ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of February, 1999, before me, the undersigned NOTARY PUBLIC of the jurisdiction aforesaid, personally appeared WAYNE D. HILLOCK, and acknowledged himself to be the SR. V.P. of BT Commercial Corporation and that he as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of BT Commercial Corporation, by himself as WAYNE D. HILLOCK

IN WITNESS MY Hand and Notarial Seal.

Midna M. Rodriguez (SEAL)  
Notary Public

My Commission Expires:

06/02/01



**Exhibit A to Release of Security Interest, by B.T. Commercial Corporation**

**United States Registered Trademarks owned by: Imagyn Medical Technologies, Inc.**

<u>Mark</u>	<u>Registration No.</u>	<u>Ref.</u>
DR. FOG	1,730,491	832

ExhibitA012699ImagynMedTechINCjaktm

**RECORDED: 02/16/1999**

**TRADEMARK  
REEL: 1856 FRAME: 0520**