From PTO-1594 (Rev. 10:02) OMB No. 0651-0027- (exp. 6:30/2005)	U.S. Patent and Trademark Office							
8-13-63 T								
Tab scrings → → <b>V V</b> 10253	22242 * *							
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.								
Name of conveying party(ies):	Name and address of receiving party(ies):							
BT Commercial Corporation	Name: Dacomed Corporation							
☐ Individual(s) ☐ Association	Name: Dacomed Corporation							
☐ General Partnership ☐ Limited Partnership	Internal Address:							
☑ Corporation-State (DE)	Street Address: 1 Park Plaza, Suite 1100							
Other	City: <u>Irvine</u> State: <u>CA</u> ZIP: 92614							
Additional name(s) of conveying party(ies) attached?  Yes No	<u> </u>							
3. Nature of conveyance:	☐ Individual(s) citizenship							
☐ Assignment ☐ Merger	Association General Partnership							
☐ Security Agreement ☐ Change of Name	Limited Partnership							
☑ Other Release of Security Interest	☑ Corporation-State <u>Minnesota</u>							
	☐ Other							
	If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes No							
Execution Date: July 5, 2001	(Designation must be a separate document from Assignment)  Additional name(s) & address(es) attached?							
4. Application number(s) or registration number(s):								
A. Trademark Application No.(s)	B. Trademark Registration No.(s)							
	1,820,536; 1,857,228; 1,873,719; 1,878,220; 1,960,642; 2,011,191							
Additional number(s)	attached?  Yes  No							
5. Name and address of party to whom correspondence	6. Total number of applications and							
concerning document should be mailed:	registrations involved: 6							
Name: Robyn Rahbar, Esq.	7. Total fee (37 CFR 3.41):							
Internal Address: Simpson Thacher & Bartlett LLP	☐ Enclosed							
	☐ Authorized to be charged to deposit account credit card.							
Street Address: 425 Lexington Avenue	8. Deposit account number:							
Street Address. <u>425 Econington Avenue</u>								
City: New York State: NY ZIP: 10017	(Attach duplicate copy of this page if paying by deposit account)							
8/12/2003 DBYRNE 00000201 1820536								
DO NOT USE THIS SPACE  1 FC:8521								
PC:8532 ment and signature. 125.00 DP 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.								
Robyn Rahbar, Esq. / Val Van B/11/03								
Name of Person Signing Signature Date								
Total number of pages including cover sheet, attachments, and document: 4								

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

## RELEASE OF SECURITY INTEREST

## (Trademarks)

	THIS LIMITEI	RELEASE OF	SECURITY	INTEREST	(Trademark	ks) is made a	s of this
	day of	, 2001, by B7	Γ Commerci	al Corporation	on as agent f	or the Lende	rs and as
collat	eral agent for Cre	dit Suisse First I	Boston Mana	agement Cor	poration ("S	ecured Party	"), 233
South	n Wacker Drive, C	hicago, Illinois	60606 in fav	or of Imagyı	n Medical Te	echnologies,	Inc.,
("Gua	arantor''), Imagyn	Medical, Inc., Ir	nagyn Medi	cal Technolo	gies Californ	nia, Inc., Mic	rosurge,
Inc., a	and Dacomed Cor	poration (each "	Borrower"),	collectively	"Borrowers"	" (collectivel	y the
"Debi	tor").						

WHEREAS, pursuant to the Trademark and License Security Agreements (Borrower), dated December 30, 1997, the Supplemental Trademark and License Security Agreements (Borrower), dated August 24, 1998, the Trademark and License Security Agreements (Borrower), dated October 29, 1999, for each Borrower, the Trademark and License Security Agreement (Guarantor), dated December 30, 1997, the Supplemental Trademark and License Security Agreement (Guarantor), dated August 24, 1998, the Trademark and License Security Agreement (Guarantor), dated October 29, 1999, all by BT Corporation as agent for the Lenders, and the Trademark and License Security Agreement (Borrowers), dated October 29, 1999, and the Trademark and License Security Agreement (Guarantor), dated October 29, 1999, by BT Commercial Corporation as collateral agent for Credit Suisse First Boston, Debtor granted and conveyed to Secured Party, 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 trademarks identified on Exhibit A attached hereto and made a part hereof and all foreign counterparts of such trademarks (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 Agreements recorded, on or about January 17, 1998, the Supplemental Patent and License Security Agreements recorded, on or about September 24, 1998, the Trademark and License Security Agreements recorded, on or about December 6, 1999, and the Trademark and License Security Agreements recorded, on or about December 7, 1999, 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.

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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

**ACKNOWLEDGEMENT** 

COUNTY OF Cook	)		•
I HEREBY CERTIFY	that on this 514 day of	July	, 2001, before me, the
undersigned NOTARY PUBL William E. Ho	<b>we</b> , ar	nd acknowledged	himself to be the
haira dala and animal and a		•	nat he as such officer
being duly authorized so to do contained by signing the name	•	•	<u> </u>

2

IN WITNESS MY Hand and Notorial Seal.

My Commission Expires:

STATE OF ILLINOIS

"OFFICIAL SEAL"
LINDA L. MORAN
Notary Public, State of Illinois
My Commission Expires 1/3/04

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**RECORDED: 08/12/2003** 

TRADEMARK
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