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102522258

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**BT Commercial Corporation**

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State (DE)
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: Imagyn Medical Technologies California, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1 Park Plaza, Suite 1100

City: Irvine State: CA ZIP: 92614

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Release of Security Interest

Execution Date: November 15, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,074,896

Additional number(s) attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): .....\$ 40.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/12/2003 DBYRNE 00000197 2074896

FC:0521 40.00 DP

DO NOT USE THIS SPACE

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.

Robyn Rahbar, Esq.  
Name of Person Signing

Robyn Rahbar  
Signature

8/11/03  
Date

Total number of pages including cover sheet, attachments, and document: 4

**RELEASE OF SECURITY INTEREST**

**(Trademarks)**

THIS LIMITED RELEASE OF SECURITY INTEREST (Trademarks) is made as of this \_\_\_\_\_ day of November, 2000, by BT Commercial Corporation, as agent ("Secured Party"), 233 South Wacker Drive, Chicago, Illinois 60606 in favor of Imagyn Medical Technologies California, Inc. ("Debtor").

WHEREAS, pursuant to the Trademark and License Security Agreement (Borrower), dated December 30, 1997, the Supplemental Trademark and License Security Agreement (Borrower), dated August 24, 1998, and the Trademark and License Security Agreement (Borrower), dated October 29, 1999, 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 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 Agreement recorded, on or about January 17, 1998, at reel 1676, frame 0826, the Supplemental Trademark and License Security Agreement recorded, on or about September 24, 1998 and the Trademark and Licensing Security Agreement recorded, on or about December 6, 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.

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: DIRECTOR

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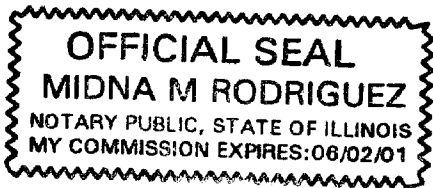
**TRADEMARK**  
**REEL: 002798 FRAME: 0917**

ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

I HEREBY CERTIFY that on this 15<sup>th</sup> day of November, 1998, before me, the undersigned NOTARY PUBLIC of the jurisdiction aforesaid, personally appeared WAYNE D. HILLOCK, and acknowledged himself to be the DIRECTOR 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 (Trademarks)**

**United States Trademark owned by: Imagyn Medical Technologies California, Inc.**

<u>Mark</u>	<u>Registration No.</u>	<u>Ref.</u>
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