

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

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

<p>1. Name and address of conveying party(ies):</p> <p>Name: Wells Fargo Foothill, Inc. Address: 2450 Colorado Avenue Suite 3000 West Santa Monica, CA. 90404</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation, State of California <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Hudson Respiratory Care, Inc. Address: 27711 Diaz Road Termeclula, CA 92589</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation, State of California <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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3. Nature of Conveyance:

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
	<input checked="" type="checkbox"/> Other: Release of Security Interest - Trademarks

Execution Date: July 6, 2004

4. Application Number(s) or Registration Number(s):

A. Trademark Application Number(s).

Additional numbers attached? Yes No

B. Trademark Registration Number(s):

See Attached Schedule of Trademarks

Additional numbers attached? Yes No

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

Name: Gary D. Lueck
Bingham McCutchen LLP
Address: Three Embarcadero Center, Suite 1800
San Francisco, California 94111-4067

6. Total applications and registrations involved: 60

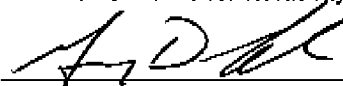
7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment) \$1,515.00

Enclosed
 Authorized to be charged to deposit account.
 The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Account Number 50-2519.

8. Deposit Account Number: 50-2519

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.

Gary D. Lueck  July 7, 2004
Name Signature Date

Total number of pages including cover sheet, attachments and document: 5

CERTIFICATE OF MAILING BY FACSIMILE

I hereby certify that this paper and all enclosures are being transmitted via facsimile to Mail Stop Assignment, Recordation Service,, U.S. Patent and Trademark Office on July 7, 2004 to facsimile number (703) 306-5995.


Karen Wudffel

CH \$1490.00 502519 0825863

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTERESTS**

Registered Trademarks:

1. CORR-A-TUBE - Reg. No. 0825863
2. SEE-THRU - Reg. No. 0960663
3. AQUAPAK - Reg. No. 0926951
4. CATH-GUIDE - Reg. No. 0958994
5. MULTI-VENT - Reg. No. 1004552
6. NEB-U-MIS - Reg. No. 0959005
7. AQUATHERM - Reg. No. 0968730
8. UP-DRAFT - Reg. No. 0988503
9. EVACUPAK - Reg. No. 0994778
10. ADDIPAK - Reg. No. 1004041
11. NEB-U-MASK - Reg. No. 1010958
12. VOLDYNE - Reg. No. 1056922
13. CONCHA-COLUMN - Reg. No. 1094337
14. CONCHAPAK - Reg. No. 1139858
15. CONCHATHERM - Reg. No. 1105074
16. CONCHA - Reg. No.
17. VENTI-COMP - Reg. No. 1182825
18. LIFESAVER - Reg. No. 1234472
19. CORR-A-FLEX - Reg. No. 1250224
20. UP-DRAFT II - Reg. No. 1287013
21. SMOOTH-FLO - Reg. No. 1367473
22. RESPIRADYNE - Reg. No. 1357872
23. SURE SEAL - Reg. No. 1427352
24. VENTILARM - Reg. No. 1394785
25. AIR-EZE - Reg. No. 1537328
26. SHERIDAN/HVT - Reg. No. 1560698
27. SPIRAL-FLEX - Reg. No. 1559680
28. SHERIDAN/CF - Reg. No. 1582418
29. SHERIDAN - Reg. No. 1581320
30. FLEXIBEND - Reg. No. 1559682
31. SHER-I-BRONCH - Reg. No. 1559688
32. SHER-I-SWIV - Reg. No. 1558905
33. SONATEMP - Reg. No. 1555649
34. AVA-NEB - Reg. No. 1564294
35. SHER-I-SLIP - Reg. No. 1565739
36. LAR-A-JECT - Reg. No. 1573138
37. SONASCOPE - Reg. No. 1576250
38. SHERIDAN - Reg. No. 1654827

Schedule A-1

**TRADEMARK
REEL: 002892 FRAME: 0523**

39. CONCHATHERM III - Reg. No. 1640354
40. STAR LUMEN - Reg. No. 1704754
41. CPRAM - Reg. No. 1678386
42. HUDSON RCI - Reg. No. 1729000
43. H HUDSON RCI - Reg. No. 1678393
44. H - Reg. No. 1691335
45. H HUDSON RCI - Reg. No. 1685142
46. H HUDSON RCI - Reg. No. 1678394
47. HUDSON RCI - Reg. No. 1753651
48. HUDSON RCI - Reg. No. 1695930
49. THERMAGARD - Reg. No. 1899754
50. AQUA+ - Reg. No. 1832068
51. MICRO MIST - Reg. No. 1839905
52. H - Reg. No. 1758127
53. CLEAR COMFORT - Reg. No. 1826881
54. SOFTECH - Reg. No. 1928616
55. FLEX-C-PAP - Reg. No. 2118368
56. BI-FLO - Reg. No. 2154281
57. BITEGARD - Reg. No. 2133393
58. BREATHING, MADE EASIER. - Reg. No. 2179987
59. CATH-GUIDE - Reg. No. 2272128
60. EZ-ENDO - Reg. No. 2572973

Schedule A-2

RELEASE OF TRADEMARK SECURITY INTERESTS

This Release of Trademark Security Interests is dated as of July 6, 2004. Reference is hereby made to the Trademark Security Agreement (the "Grant"), dated as of October 7, 2003, by and between Hudson Respiratory Care Inc. ("Assignor"), and Wells Fargo Foothill, Inc., as Administrative Agent (the "Assignee") recorded with the United States Patent and Trademark Office on October 15, 2003 on Reel/Frame No. 2853/0023.

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the collateral set forth in the Grant (the "Trademark Collateral") including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant in the Trademark Collateral.

The Assignee releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "Encumbrances") on this Release of Trademark Security Interests including, without limitation, those Encumbrances created under or in connection with the Grant.

The Assignee hereby agrees to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office, subject, in each case to the Assignor's prior payment in full to the Assignee of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee shall not be required to take any action which exposes the Assignee to personal liability or which is contrary to applicable law.

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JUL-08-2004 TUE 08:17 AM WELLS FARGO FOOTHILL

FAX NO. 310+453+7413

P. 04

IN WITNESS WHEREOF, Assignee has caused this Release of Trademark Security Interests to be duly executed and delivered by its duly authorized representative as of the date first above written.

WELLS FARGO FOOTHILL, INC., as
Administrative Agent

By: *Larissa Megardichian*
Name: Larissa Megardichian
Title: Vice President