

10-13-2004



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(Rev. 10/02)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

10-8-04

1. Name of conveying party(ies):

Fleet National Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other national banking association
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: September 28, 2004

2. Name and address of receiving party(ies)

Name: Matrx Medical, Inc.

Internal Address: _____

Street Address: 145 Mid County Drive

City: Orchard Park State: NY Zip: 14127

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,185,957

and 729,524

Additional number(s) attached Yes No

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

Name: Annabelle V. Irej

Internal Address: Phillips Lytle LLP

Street Address: 3400 HSBC Center

City: Buffalo State: NY Zip: 14203

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Annabelle V. Irej

Name of Person Signing

Annabelle V. Irej
Signature

October 6, 2004
Date

Total number of pages including cover sheet, attachments, and document: 6

10/12/2004 MGETACHE 00000030 2185957

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 003061 FRAME: 0126

TERMINATION AND RELEASE
OF
TRADEMARKS AND SERVICEMARKS
SECURITY INTEREST

WHEREAS, MATRX MEDICAL, INC., a Delaware corporation ("Matrx"), having an office at 145 Mid County Drive, Orchard Park, New York 14127, is the owner of certain United States and foreign trademarks and United States and foreign trademark registrations, certificates of registration (and similar documents) and applications for trademark registrations, and all renewals and extensions thereof, as further described on Schedule A attached hereto;

WHEREAS, Fleet National Bank, a national banking association ("Fleet), organized and existing under the laws of the United States of America with an office at 10 Fountain Plaza, Buffalo, New York 14202 acquired a security interest in said trademarks, trademark applications and trademark registrations, and the goodwill of the business symbolized by said trademarks, trademark applications and trademark registrations and all proceeds of the foregoing pursuant to the terms of the Credit Facilities Agreement dated April 22, 2002 by and between Matrx and Fleet (as amended, supplemented or renewed from time to time, the "Credit Agreement") and as evidenced by the General Security Agreement dated April 22, 2002, recorded with the United States Department of Commerce, Patent and Trademark Office at Reel 002512, Frame 0096 recorded on May 20, 2002;

WHEREAS, all of the obligations of Matrx under the Credit Agreement have been paid in full pursuant to the terms of the Credit Agreement, and the parties desire to terminate and release the security interests in, and reassign back to Matrx, the trademark registrations, trade names, licenses, applications, goodwill and all proceeds thereof described above (including those specifically set forth in Schedule A attached hereto, but not limited thereto);

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Fleet hereby terminates and releases its security interest in, and gives, grants and assigns (without representations, warranty or recourse of any kind or nature) to Matrx, said trademarks and said trademark registrations and said applications for trademark registrations, if any, the goodwill of the business symbolized by said trademarks, trademark applications and trademark registrations and all proceeds thereof, in each case, now existing or hereafter acquired.

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Fleet hereby requests the appropriate filing and recording offices, including but not limited to the United States Patent and Trademark Office to file and record the same together with the annexed schedules.

EXECUTED as of the 28th day of September, 2004.

FLEET NATIONAL BANK

By: Colleen M. O'Brien
Colleen M. O'Brien
Vice President

MATRX MEDICAL, INC.

By: Daniel W. Horrigan
Daniel W. Horrigan
President/CEO

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

One the 28th day of September in the year 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared Colleen M. O'Brien personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Brian J. Socketti
Notary Public

BRIAN J. SOCKETTI
No. 02808085463
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 10/22/20 05

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ERIE)

One the 30th day of September in the year 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared Daniel W. Horrigan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Andrea C Ruta

Notary Public

ANDREA C. RUTA
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Mar. 10, 2007

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

U.S. TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
VIP 3000	2,185,957	September 1, 1998
QUANTIFLEX	729,524	April 3, 1962