

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fleet Capital Corporation		09/21/2000	CORPORATION: RHODE ISLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Denver Biomedical, Inc.
<b>Doing Business As:</b>	DBA (now known as) Denver Biomedical, Inc. (a Delaware corporation)
<b>Street Address:</b>	14998 W 6TH AVE BLDG E-700
<b>City:</b>	Golden
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80401
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78077399	DENVER
Serial Number:	75279136	PLEURX
Serial Number:	75120984	PARAPRO
Serial Number:	73505092	DENVER
Serial Number:	73197544	DENVER

**CORRESPONDENCE DATA**

Fax Number: (303)473-2720  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: docket@hollandhart.com  
 Correspondent Name: Holland & Hart LLP - Kristine M. Miller  
 Address Line 1: 555 17th Street, Suite 3200  
 Address Line 2: P.O. Box 8749  
 Address Line 4: Denver, COLORADO 80201

OP \$140.00 78077399

ATTORNEY DOCKET NUMBER:	43501.0002
NAME OF SUBMITTER:	Kristine M. Miller
Signature:	/Kristine M. Miller/
Date:	03/21/2006
Total Attachments: 5 source=Release of Security Interest from Fleet#page1.tif source=Release of Security Interest from Fleet#page2.tif source=Release of Security Interest from Fleet#page3.tif source=Release of Security Interest from Fleet#page4.tif source=Release of Security Interest from Fleet#page5.tif	

[Fleet Capital Corporation Letterhead]

September 19, 2000

DBMI Holdings, Inc,  
323 Yankee Creek Road  
Evergreen, Colorado 80439

Re: Consent of Fleet Capital Corporation to the Sale of Assets of Denver Biomedical, Inc.

Dears Sirs and Madames:

In connection with the sale ("Sale") of substantially all the assets of Denver Biomedical, Inc. ("DBI") to DBMI Holdings, Inc. ("DBMI"), pursuant to that certain Asset Purchase Agreement dated as of September 14, 2000 ("DBI Agreement") among DBMI, DBI, Lifestream International, Inc. ("Lifestream") and Lifestream International Holdings, Inc. ("LI Holdings"), Fleet Capital Corporation ("Fleet") hereby agrees that upon receipt by Fleet of the net proceeds from the Cash Consideration (as defined in the DBI Agreement) in the amount of \$5,752,250.44 on or prior to September 21, 2000:

1. Fleet, individually as a Lender and as Agent for itself and the Lenders, consents to the sale of the Assets (as defined in the DBI Agreement) in accordance with the DBI Agreement for the Purchase Price (as defined in the DBI Agreement) and terminates and releases the Assets from all covenants and arrangements and from any security interest, lien, right of set off or pledge arising in connection with the Loan Agreement or its ancillary documents, all of which are terminated as the Assets and are of no further force or effect.
2. Fleet, individually as a Lender and as Agent for itself and the Lenders, terminates and releases DBI from the Master Security Agreement, and the Copyright, Trademark and Patent Mortgage, and agrees to execute and deliver to DBMI any and all documents reasonably requested by DBMI which are necessary to evidence such termination and release.
3. Fleet, individually as a Lender and as Agent for itself and the Lenders, will deliver to DBMI on or before September 22, 2000 the UCC-3 termination statements for the UCC-1 financing statements listed on Exhibit A attached hereto and will execute and deliver to DBMI any additional documents reasonably requested by DBMI which are necessary to give effect to the foregoing termination statements.

DBMI Holdings, Inc,  
September 19, 2000  
Page 2 of 2

4. Fleet, individually as a Lender and as Agent for itself and the Lenders, acknowledges it will not have any recognizable interest in funds transmitted to the Fleet lockbox #99632 in payment of DBI or DBMI invoices after the effective time of the Sale. Fleet agrees to promptly remit any amounts received in such lockbox in accordance with written instructions from DBMI.
5. Fleet, individually as a Lender and as Agent for itself and the Lenders, at any time after the Sale, and with out additional cost or expense to DBMI, will execute and deliver to DBMI such other and further documents or instruments reasonably requested by DBMI evidencing its consent to the Sale and release of the Assets and take such other action as DBMI may reasonably request in order to give effect to the foregoing.


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DBMI Holdings, Inc,  
September 19, 2000  
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Any capitalized term used herein and not otherwise specifically defined will have the meaning ascribed to it in the Loan Agreement.

Sincerely,

FLEET CAPITAL CORPORATION,  
As Agent

By:   
Name: David Fiorito  
Title: Vice President

Lifestream International, Inc. acknowledges that it is responsible for all costs incurred by Fleet in connection with the above matters. Lifestream agrees that after giving effect to the Sale, Denver Biomedical, Inc. shall have no assets through the date of its dissolution.

LIFESTREAM INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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DBMI Holdings, Inc,  
September 19, 2000  
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Any capitalized term used herein and not otherwise specifically defined will have the meaning ascribed to it in the Loan Agreement.

Sincerely,

FLEET CAPITAL CORPORATION,  
As Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Lifestream International, Inc. acknowledges that it is responsible for all costs incurred by Fleet in connection with the above matters. Lifestream agrees that after giving effect to the Sale, Denver Biomedical, Inc. shall have no assets through the date of its dissolution.

LIFESTREAM INTERNATIONAL, INC.

By: F. W. Klumant  
Name: F. W. Klumant  
Title: CEO and President

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DMBI Holdings, Inc.  
 September 19, 2000  
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## EXHIBIT A

<i>UCC-1 Financing Statements</i>			
<i>Debtor</i>	<i>Secured Party/Assignee</i>	<i>Jurisdiction</i>	<i>File No. and Date</i>
Lifestream International, Inc. ("Lifestream")	Fleet Capital Corporation ("Fleet")	Secretary of State of Colorado	19992054674 9/30/99
Lifestream.	Fleet	Secretary of State of Colorado and Jefferson County, Colorado (fixture)	F0959721 10/11/99
Denver Biomedical, Inc. (fka Denver Biomaterials, Inc.) ("DBI")	Fleet	Secretary of State of Colorado	19992054675 9/30/99
DBI	Fleet	Secretary of State of Colorado and Jefferson County	F0959719 10/11/99
DBI	Fleet	Jefferson County, Colorado (fixture)	F0959718 10/11/99
DBI	Fleet	Jefferson County, Colorado (fixture)	F0959716 10/11/99
DBI	Fleet	Secretary of State of Texas	99-197996 9/30/99
DBI	Lifestream / Fleet	Secretary of State of Colorado	19992056744 10/11/99
DBI	Lifestream / Fleet	Secretary of State of Colorado and Jefferson County	F0959717 10/11/99
DBI	Lifestream / Fleet	Secretary of State of Texas	99-204911 10/11/99