

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

80034 - 658 ³

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
General Electric Capital Corporation,
as agent

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Athena Diagnostics, Inc.
Internal _____
Address: _____
Street Address: 377 Plantation Street
City: Worcester
State: MA
Country: US Zip: 01605

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) April 18, 2006

Assignment Merger
 Security Agreement Change of Name
 Other Release & Termination of Trademark Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: (312) 558-6352
Fax Number: (312) 558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature: *Laura Konrath* 4/19/06
Signature Date

Laura Konrath
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$290.00 232428 2144021

**SCHEDULE 1
TO
RELEASE AND TERMINATION OF
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Continuation
Item

4

Company-Owned Registered Trademarks, Registered Service Marks and Trademark and
Servicemark Applications

<u>Mark</u>	<u>Registration Number</u>
ADmark (stylized)	2,144,021
GALOP (Licensed to Athena by Wash. U.)	2,470,676
GMI TRAD	2,252,055
MAG "DUAL ANTIGEN"	2,226,827
NABFERON	2,227,848
NeoPlast (stylized)	2,138,282
NEOSEM	2,131,921
NEUROCAST	2,403,763
NeuroSynopsis (Stylized)	2,071,784
THROMBOGENE V	2,221,122
THROMBX	2,202,515
PKDX (common law trademark)	Filed, not yet approved

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3

**RELEASE AND TERMINATION
OF
TRADEMARK SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that a certain Trademark Security Agreement, dated as of December 31, 2002 (the "Trademark Security Agreement") was executed by Athena Diagnostics, Inc. (a Delaware corporation) (the "Debtor"), covering the Trademark Registrations referred to on Schedule 1 annexed hereto and made a part hereof in favor of General Electric Capital Corporation (a Delaware corporation), as Agent, (the "Secured Party"), and recorded with the United States Patent and Trademark Office on April 9, 2003 on Reel 002710, Frame 0190. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Trademark Security Agreement.

Debtor has requested and the Secured Party has agreed to release the Trademark Registrations and terminate the Trademark Security Agreement.


The Secured Party hereby releases its all right, title and interest in the Trademark Registrations which were pledged, mortgaged and set over or otherwise made subject to a lien to the Secured Party by Debtor pursuant to the Trademark Security Agreement and terminates the Trademark Security Agreement.

This agreement shall be governed by and construed and enforced in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination this 19th day of April, 2006.

**GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT**

By: 
Name: John Dale
Title:

Duly Authorized Signatory

**SCHEDULE 1
TO
RELEASE AND TERMINATION OF
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS**

Company-Owned Registered Trademarks, Registered Service Marks and Trademark and Servicemark Applications

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