

102385147

3-10-03

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

1. Name of conveying party(ies):

Antares Capital Corporation,
as Collateral Agent

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

Execution Date: 02/14/2003

2. Name and address of receiving party(ies)

Name: Gaymar Industries, Inc.

Internal

Address: _____

Street Address: 10 Centre Drive

City: Orchard Park State: NY Zip: 14127

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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) See attached.

B. Trademark Registration No.(s) See attached.

Additional number(s) attached Yes No

75592464

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

Street Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
City _____

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....\$ \$665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

03/11/2003 TBIAZI 00000052 75592464

01 FC: 3521 40.00 OP
02 FC: 3522 625.00 OP

Penelope Johnson
Name of Person Signing

Penelope Johnson
Signature

02/18/2003
Date

Total number of pages including cover sheet, attachments, and document: 1

Gaymar Industries, Inc.

Trademark Status Report

Country	Trademark	Application No.	File Date	Registration No.	Reg. Date	Next Renewal/Use By	Status
UNITED STATES	CLINI-DYNE	75/592,464	11/20/98	2,335,005	3/28/00	AU 03/28/06 RN 03/28/10	REGISTERED
	CLINI-FLOAT	75/075,868	03/19/96	2,143,251	03/10/98	AU 03/10/04 RN 03/10/08	REGISTERED
	COMPANION	74/420,711	08/05/93	2,022,327	12/10/96	AU 12/10/02 RN 12/10/06	REGISTERED
	CSI and Design (Box)	73/816,527	08/02/89	1,648,054	06/18/91	RN 06/18/01	REGISTERED
	DISPOS-A-PROBE	376,830	07/27/82	1,273,172	04/03/84	RN 04/03/04	REGISTERED
	GAYMAR	132,578	07/01/77	1,095,061	07/04/78	RN 07/04/08	REGISTERED
	ISOFLEX	75/618,436	1/11/99				PENDING
	ISOLIBRIUM	75/618,437	1/11/99	2,390,428	9/26/00	AU 09/26/05 RN 09/26/10	REGISTERED
	K.	68,254	02/24/59	687,635	11/03/59	RN 11/03/09	REGISTERED
	K-MOD	76/039,589	5/3/00				PENDING
	MISCELLANEOUS DESIGN - BUTTERFLY	75/718,955	05/28/99	2,390,508	9/26/00	AU 09/26/05 RN 09/26/10	REGISTERED
	MEDI-TEMP II	75/561,605	9/29/98	2,315,946	02/08/00	AU 02/08/06 RN 02/08/10	REGISTERED
	MEDI-THERM	75/561,826	9/29/98	2,294,433	11/23/99	AU 11/23/05 RN 11/23/09	REGISTERED
	MEDI-THERM II	75/567,000	10/7/98	2,295,910	11/30/99	AU 11/30/05 RN 11/30/09	REGISTERED
	MINI K-THERMIA	707,706	6/25/85	1,344,154	6/25/85	RN 06/25/05	REGISTERED
	PAL	74/583,420	10/07/94	2,046,338	03/18/97	AU 03/18/03 RN 03/18/07	REGISTERED
	PILLO-PUMP	132,581	07/01/77	1,106,908	11/21/78	RN 11/21/08	REGISTERED
	SIDE-GARDS	76/051,230	05/18/00				PENDING
	SOF-MATT	74/585,591	10/14/94	2,012,483	10/29/96	AU 10/29/02 RN 10/29/06	REGISTERED
	SOF-PRESS	75/149,351	08/13/96	2,166,404	06/16/98	AU 06/16/04 RN 06/16/08	REGISTERED

RN = Renewal
AU = Statement of Use

March 9, 2001

Gaymar Industries, Inc.

Trademark Status Report

Country	Trademark	Application No.	File Date	Registration No.	Reg. Date	Next Renewal/Use By	Status
	SPR-PLUS	74/236,883	01/13/92	1,853,012	09/06/94	AU 09/06/00 RN 09/06/04	REGISTERED
	T/PUMP	132,579	07/01/77	1,095,062	07/04/78	RN 07/04/08	REGISTERED
	TEMPERATURE MANAGEMENT CONTINUUM	75/388,544	11/12/97				PENDING
	THERMACARE	74/204,079	09/16/91	1,767,994	04/27/93	RN 04/27/03	REGISTERED
	TOP-GARD	74/008,611	12/07/89	1,622,554	11/13/90	RN 11/13/10	REGISTERED
	WHERE QUALITY CARE MEETS THE BOTTOM LINE	75/618,438	1/1/99				PENDING
VENEZUELA	MEDI-TEMP II	12.916-99	10/8/99				PENDING
	MEDI-THERM	012915-99	7/29/99	N/A	2/25/00		REGISTERED

ITEM B - Trademark Licenses

- The Company also receives a non-exclusive license of Trademark Rights (all U.S. common law, federal and state trademark and service mark rights and all foreign trademark and service mark rights to the marks "INTELLI-GEL," "GELASTIC" and "GOOZ" and all variations of them which may be used to designate the source of origin of Intelli-Gel products and services, Gelastic products and services or Gooz products and services) under a Licensing Agreement with TekSource dated as of November 26, 1997.

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February ~~14~~, 2003, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Collateral Agent ("Collateral Agent").

WITNESSETH:

WHEREAS, Collateral Agent and Gaymar Industries, Inc., a New York corporation ("Gaymar"), were parties to that certain Amended and Restated Trademark Security Agreement dated as of January 18, 2001 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Gaymar granted a security interest to Collateral Agent in, and a collateral assignment to Collateral Agent of, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Gaymar to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of December 29, 1999 by and among Gaymar Holdings, Inc., Gaymar, Medisearch PR, Inc., Waterloo Bedding Company, Limited, such Lenders, and Collateral Agent, as successor agent to Banc of America Commercial Finance Corporation, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on March 20, 2001, at Reel 002253, Frame 0532; and

WHEREAS, Gaymar has requested that Collateral Agent release its security interest in the Trademarks and reassign the same to Gaymar;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases its security interest in all of Gaymar's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Gaymar against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Collateral Agent hereby reassigns, grants and conveys to Gaymar, without any representation, recourse or undertaking by Collateral Agent, all of Collateral Agent's right, title and interest in and to the Trademarks, and the goodwill of Gaymar's business connected with the use of and symbolized by the Trademarks.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

IN WITNESS WHEREOF, Collateral Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Collateral Agent

By: *Daniel Barry*
Name: DANIEL BARRY
Title: DIRECTOR

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14th day of February 2003 before me personally appeared DANIEL BARRY, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of ANTARES CAPITAL CORPORATION, a Delaware corporation.

Penelope S. Johnson
Notary Public
My Commission Expires:

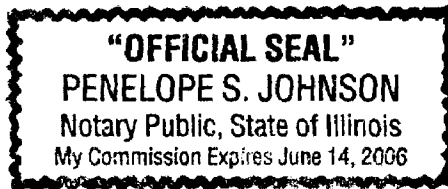


EXHIBIT A to Trademark Release and Reassignment

attached

Trademark Release and Reassignment – Gaymar

**TRADEMARK
REEL: 002686 FRAME: 0881**

Gaymar Industries, Inc. Trademark Status Report

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