

10-01-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102849446

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

1. Name of conveying party(ies):

Microflex Corporation 2301 Robb Drive Reno, Nevada 89523

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 14, 2004

2. Name and address of receiving party(ies)

Name: American Capital Financial Services, Inc.

Internal

Address:

Street Address: 2 Bethesda Metro Center, 14th Fl

City: Bethesda State: MD Zip: 20814

- 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) Please see attached Schedule A

B. Trademark Registration No.(s) Please see attached Schedule A.

Additional number(s) attached Yes No

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

Name: O'Melveny & Myers LLP

Internal Address: Scott Sanford

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

67

7. Total fee (37 CFR 3.41): \$ 1,690.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0639

DO NOT USE THIS SPACE

9. Signature.

Scott D. Sanford, Esq

Name of Person Signing

Signature

September 27, 2004

Date

00000073 2398565

12

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

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

10/01/2004 DBYRNE 01 FC:8521 02 FC:8522

SF1: 548673

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Foodhandler, Inc.  
2301 Robb Drive  
Reno, Nevada 89523

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State New York
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_  
Internal  
Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: MD Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: September 14, 2004

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

A. Trademark Application No.(s) \_\_\_\_\_  
Please see attached Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_  
Please see attached Schedule A.

Additional number(s) attached  Yes  No

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

Name: O'Melveny & Myers LLP

Internal Address: Scott Sanford

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: \_\_\_\_\_

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

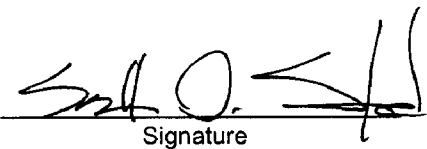
- Enclosed
- Authorized to be charged to deposit account

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DO NOT USE THIS SPACE

9. Signature.

Scott D. Sanford, Esq.  
Name of Person Signing

  
Signature

September 27, 2004  
Date

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

1. Name of conveying party(ies):  
BarrierSafe Solutions International, Inc.  
2301 Robb Drive  
Reno, Nevada 89523

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State      Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_  
Internal  
Address: \_\_\_\_\_

Street Address: \_\_\_\_\_  
City: Bethesda      State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: September 14, 2004

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

A. Trademark Application No.(s) \_\_\_\_\_  
Please see attached Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_  
Please see attached Schedule A.

Additional number(s) attached  Yes  No

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

Name: O'Melveny & Myers LLP  
Internal Address: Scott Sanford

Street Address: 275 Battery Street

City: San Francisco      State: CA      Zip: 94111

6. Total number of applications and registrations involved: .....

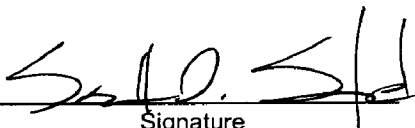
7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

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8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Scott D. Sanford, Esq.                                            September 27, 2004  
Name of Person Signing                      Signature                      Date

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## SCHEDULE A

### Microflex Corporation:

<u>MARK</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
NeoPro	2,398,565	October 24, 2000
Nitron One	2,207,716	December 1, 1998
Derma Free	2,482,692	August 28, 2001
DermaSoft	2,63,264	May 20, 1997
Supreno	2,272,731	August 24, 1999
Synthetix	2,185,191	August 25, 1998
PowerGrip	2,284,418	October 12, 1999
Ultra One Plus	2,406,577	November 21, 2000
Synthetix (stylized)	2,358,211	June 13, 2000
Nitron One (stylized)	75/415,577	January 9, 1998
Miscellaneous Design	75/417,538	January 13, 1998
Microflex & design	2,655,213	December 3, 2002
Versa Touch	2,282,142	September 28, 1999
Microflex	1,794,759	September 28, 1993
Omega-Shield	2,196,966	October 20, 1998
Micro-Countoured	2,129,618	January 13, 1998
Color Touch	2,082,168	July 22, 1997
Micro One	2,045,032	March 11, 1997
Synetron	2,041,384	February 25, 1997
Tech One	1,791,383	September 7, 1993
Ultra One	1,892,043	May 2, 1999
The Most Trusted Name In Gloves	1,794,760	September 28, 1993
Evolution One	1,988,550	July 23, 1996
DermaCare	2,361,828	June 27, 2000
Neopro ER	2,500,866	October 23, 2001
Hand Protection For The 21st Century	75/830,739	October 20, 1999
Safegrip	2,611,249	August 27, 2002
Chemoflex	2,480,885	August 21, 2001
Derma Care (block)	2,492,536	September 25, 2001
Ultraform	2,725,421	June 10, 2003

LA1:1054130.1

**TRADEMARK**  
**REEL: 003051 FRAME: 0839**

<u>MARK</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Freeform	2,714,376	May 6, 2003
Ultrasense	76/308,182	August 30, 2001
Pebble Tech	78/184,343	November 12, 2002
MicroActive	78/193,619	December 11, 2002
Micro-Active	78/193,618	December 11, 2002
Microflex CE4 System Controlled Environments	78/198,060	December 26, 2002
Microflex CE5 System Controlled Environments	78/198,290	December 27, 2002
Thingrip	78/240,293	April 21, 2003
"U" Stylized	78/323,113	November 4, 2003
Barrier Safe	78/355,660	January 22, 2004
Barriersafe Solutions	78/355,828	January 22, 2004

**FoodHandler Inc.:**

<u>MARK</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
FOODHANDLER	2141694	3/10/1998
SILKY TOUCH	2091331	8/26/1997
2 hands logo	2093207	9/02/1997
HANDS ON PROTECTION	2091332	8/26/1997
ENDURE	2296516	11/30/1999
JOBHANDLER	2231226	3/09/1999
TEXTRA	2258092	6/29/1999
SAFETYGRIP	2273051	8/24/1999
BLADEBLOCKER	2273050	8/24/1999
FOOD SAFETY AT WORK	2306692	1/04/2000
SHMIT MITT	2288709	10/26/1999
MEDHANDLER	2449613	5/08/2001
FLAIRWEAR	2444954	4/17/2001
LOBSTER TRAP	1495080	7/05/1988
BLADEBLOCKER ULTRA	2625922	9/24/2002
ONYX	2426872	2/06/2001
QUICKFIT	2660803	12/10/2002
JOBSELECT	2629303	10/01/2002

**MARK****REGISTRATION/  
APPLICATION NUMBER****REGISTRATION/  
APPLICATION DATE**

TEKNIQUE & DESIGN	2594917	7/16/2002
SAFE HANDS SAFE FOOD & design	76417347	6/06/2002
ISLAND POLY	78167368	9/24/2002
PROTECSKIN	78312330	10/10/2003
DIGIFLEX	78332291	11/24/2003
ONE AT A TIME	78397401	4/06/2004
RACK IN THE BOX	78411645	4/30/2004
THE HIPSTER	78397380	4/06/2004

**BarrierSafe Solutions International, Inc.:**

None.

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of MICROFLEX CORPORATION, a Delaware corporation ("Microflex"), FOODHANDLER INC., a New York corporation ("Foodhandler"), and BARRIERSAFE SOLUTIONS INTERNATIONAL, INC., a Delaware corporation (the "Parent"; each of Microflex, FoodHandler and the Parent being a "Grantor" and together, the "Grantors") hereby assigns and grants to American Capital Financial Services, Inc., as Collateral Agent, with principal offices at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland 20814 (the "Collateral Agent"), a security interest in (i) all of such Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of such Grantor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

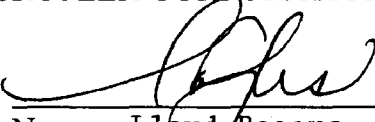
THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the obligations of each Grantor, as set forth in the Security Agreement among the Grantors and the Collateral Agent, dated as of September 14, 2004 (as amended from time to time, the "Security Agreement"). After the Obligations (as defined in the Security Agreement) have been paid in full, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

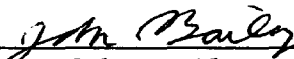
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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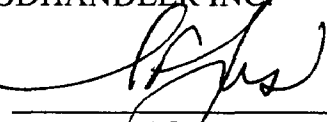
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 14th day of September, 2004.

MICROFLEX CORPORATION

By:   
Name: Lloyd Rogers  
Title: Chief Executive Officer

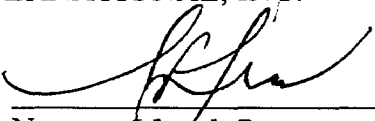
By:   
Name: John Bailey  
Title: VP, CFO and Treasurer

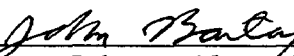
FOODHANDLER INC.

By:   
Name: Lloyd Rogers  
Title: Chief Executive Officer

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

BARRIERSAFE SOLUTIONS  
INTERNATIONAL, INC.

By:   
Name: Lloyd Rogers  
Title: President and Chief Executive Officer

By:   
Name: John Bailey  
Title: VP, CFO & Treasurer

[ Assignment of Security Interest In United States Trademarks and Patents ]



IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 14th day of September, 2004.


MICROFLEX CORPORATION

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

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

FOODHANDLER INC.

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

By:  \_\_\_\_\_  
Name: Paul J. BEVILACQUA  
Title: VP + CFO


BARRIERSAFE SOLUTIONS  
INTERNATIONAL, INC.

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

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

[ Assignment of Security Interest In United States Trademarks and Patents ]

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Collateral Agent

By:   
Name: Fernando Do  
Title: SVP

[ *Assignment of Security Interest In United States Trademarks and Patents* ]

**SCHEDULE B**

**Microflex Corporation:**

**Issued U.S. Patents:**

<b><u>PATENT NUMBER</u></b>	<b><u>ISSUE DATE</u></b>	<b><u>INVENTION</u></b>
5,173,966	12/29/92	Coded healthcare glove
6,045,035	04/04/00	Interlocking mailing package
36,778 (reissue of 5,173,966)	06/06/95	Coded healthcare glove
6,021,920	02/08/00	Apparatus for dispensing gloves and hand protectant emollients
6,451,893	09/17/02	FreeForm (Soft Nitrile Zinc Oxide Free Medical Gloves)
6,618,861 B2	9/16/03	Medical gloves with watch viewing capabilities

**U.S. Patents Pending:**

<b><u>APPLICATION / PENDING NUMBER</u></b>	<b><u>DATE FILED</u></b>	<b><u>INVENTION</u></b>
Pending Patent No. 09/977,370	10/16/01	Rupture Test Patent
U.S. Utility Patent 10/607,499	6/27/03	PVC based medical gloves and formulations therefor
Patent Application No. 10/373,198 (Based on Provisional Patent Application No. 60/437,992)	2/26/03	Accelerator free nitrile gloves (WAIF – ultra thin)
Patent Application No. 10/733,366 (based on Provisional Patent Application No. 60/451,662 and No. 60/451,663)	12/12/03	Thin wall gloves that release chlorine dioxide
CIP Application No. 10/755,676 (Continuation-in-Part based on Application No. 09/877,034 and No. 10/120,796)	1/13/04	Soft Nitrile gloves having improved relaxations properties

**FoodHandler Inc.:**

**Issued U.S. Patents:**

<b><u>PATENT NUMBER</u></b>	<b><u>ISSUE DATE</u></b>	<b><u>INVENTION</u></b>
5,864,885	2/2/1999	Cut-resistant gloves with hanging loop
Des. 417,939	12/23/1999	Disposable mitt
5,806,099	9/15/1999	Disposable mitt
6,497,340	12/24/2002	Disposable glove dispenser
6,578,729	6/17/2003	Glove cartridge
6,708,840	3/23/2004	Disposable glove for a glove donning system

**U.S. Patents Pending:**

<b><u>APPLICATION/ PENDING NUMBER</u></b>	<b><u>DATE FILED</u></b>	<b><u>INVENTION</u></b>
10/328,645	Filed 12/23/2002	Disposable glove for a glove donning system
10/819,329	Filed 4/06/2004	Sanitary glove dispensing package
10/793,129	Filed 3/04/2004	Disposable gloves having improved sanitary characteristics

**BarrierSafe Solutions International, Inc.:**

None.

LA1:1054130.1