

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/07/2005
900022623

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance to "Grant of Security Interest" not "Assignment" previously recorded on Reel 003051 Frame 836. Assignor(s) hereby confirms the Conveyance is for "GRANT OF SECURITY INTEREST" only.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MICROFLEX CORPORATION		09/14/2004	CORPORATION: DELAWARE
FOODHANDLER, INC.		09/14/2004	CORPORATION: NEW YORK
BARRIERSAFE SOLUTIONS INTERNATIONAL, INC.		09/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AMERICAN CAPITAL FINANCIAL SERVICES, INC.
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	2398565	NEOPRO
Registration Number:	2207716	NITRON ONE
Registration Number:	2482692	DERMA FREE
Registration Number:	2063264	DERMASOFT
Registration Number:	2272731	SUPRENO
Registration Number:	2185191	SYNTHETIX
Registration Number:	2284418	POWERGRIP
Registration Number:	2406577	ULTRA ONE PLUS
Registration Number:	2358211	SYNTHETIX
Registration Number:	2655213	MICROFLEX

CH \$1690.00 2398565

Registration Number:	2282142	VERSA TOUCH
Registration Number:	1794759	MICROFLEX
Registration Number:	2196966	OMEGA-SHIELD
Registration Number:	2129618	MICRO-CONTOURED
Registration Number:	2082168	COLOR TOUCH
Registration Number:	2045032	MICRO ONE
Registration Number:	2041384	SYNETRON
Registration Number:	1791383	TECH ONE
Registration Number:	1892043	ULTRA ONE
Registration Number:	1794760	THE MOST TRUSTED NAME IN GLOVES
Registration Number:	1988550	EVOLUTION ONE
Registration Number:	2361828	DERMA CARE
Registration Number:	2500866	NEOPRO ER
Registration Number:	2611249	SAFEGRIP
Registration Number:	2480885	CHEMOFLEX
Registration Number:	2492536	DERMA CARE
Registration Number:	2725421	ULTRAFORM
Registration Number:	2714376	FREEFORM
Registration Number:	2141694	FOODHANDLER
Registration Number:	2091331	SILKY TOUCH
Registration Number:	2093207	
Registration Number:	2091332	HANDS ON PROTECTION
Registration Number:	2296516	ENDURE
Registration Number:	2231226	SIGNAL
Registration Number:	2258092	TEXTRA
Registration Number:	2273051	SAFETYGRIP
Registration Number:	2273050	BLADEBLOCKER
Registration Number:	2306692	FOOD SAFETY AT WORK
Registration Number:	2288709	SHMIT MITT
Registration Number:	2449613	MEDHANDLER
Registration Number:	2444954	FLAIRWEAR
Registration Number:	1495080	LOBSTER TRAP
Registration Number:	2625922	BLADEBLOCKER ULTRA
Registration Number:	2426872	ONYX
Registration Number:	2660803	STACERS G. BAAH

Registration Number:	2629303	JOBSELECT
Registration Number:	2594917	TEKNIQUE
Serial Number:	75415577	NITRON ONE
Serial Number:	75417538	
Serial Number:	76308182	ULTRASENSE
Serial Number:	78184343	PEBBLE-TECH
Serial Number:	78193619	MICROACTIVE
Serial Number:	78193618	MICRO-ACTIVE
Serial Number:	78198060	MICROFLEX CE4 SYSTEM CONTROLLED ENVIRONMENTS
Serial Number:	78198290	MICROFLEX CE5 SYSTEM CONTROLLED ENVIRONMENTS
Serial Number:	78240293	THINGRIP
Serial Number:	78323113	U
Serial Number:	78355660	BARRIERSAFE
Serial Number:	78355828	BARRIERSAFE SOLUTIONS
Serial Number:	75830739	HAND PROTECTION FOR THE 21ST CENTURY
Serial Number:	76417347	SAFE HANDS SAFE FOOD
Serial Number:	78167368	ISLAND POLY
Serial Number:	78312330	PROTECSKIN
Serial Number:	78332291	DIGIFLEX
Serial Number:	78397401	ONE AT A TIME
Serial Number:	78411645	RACK IN THE BOX
Serial Number:	78397380	THE HIPSTER

CORRESPONDENCE DATA

Fax Number: (415)984-8701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-984-8700
Email: ssanford@omm.com
Correspondent Name: Scott D. Sanford
Address Line 1: 275 Battery Street, 26th Floor
Address Line 2: Embarcadero Center West
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Scott D. Sanford
Signature:	/SDSnw/
Date:	04/07/2005

Total Attachments: 9

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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 [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [x] Yes [] No

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

3. Nature of conveyance: [x] 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 [x] Yes [] No

B. Trademark Registration No.(s) Please see attached Schedule A. Additional number(s) attached [x] 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 [x] Enclosed [x] 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 Date: September 27, 2004 Total number of pages including cover sheet, attachments, and document: 12

10/01/2004 DBYRNE 00000073 2398565 01 FC:8521 02 FC:8522

SF1: 548673

40.00 DP 1650.00 DP

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

TRADEMARK REEL: 003097 FRAME: 0191

**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: [Signature]
Name: Lloyd Rogers
Title: Chief Executive Officer

By: [Signature]
Name: John Bailey
Title: VP, CFO and Treasurer

FOODHANDLER INC

By: [Signature]
Name: Lloyd Rogers
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

BARRIERSAFE SOLUTIONS INTERNATIONAL, INC.

By: [Signature]
Name: Lloyd Rogers
Title: President and Chief Executive Officer

By: [Signature]
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.

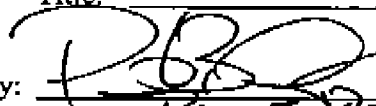
MICROFLEX CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FOODHANDLER INC.

By: _____
Name: _____
Title: _____

By: 
Name: Paul J. DEVILACOVA
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

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
Syntheticx	2,185,191	August 25, 1998
PowerGrip	2,284,418	October 12, 1999
Ultra One Plus	2,406,577	November 21, 2000
Syntheticx (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

<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

<u>MARK</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
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.

SCHEDULE B**Microflex Corporation:****Issued U.S. Patents:**

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>INVENTION</u>
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:

<u>APPLICATION / PENDING NUMBER</u>	<u>DATE FILED</u>	<u>INVENTION</u>
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:**

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>INVENTION</u>
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:

<u>APPLICATION/ PENDING NUMBER</u>	<u>DATE FILED</u>	<u>INVENTION</u>
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.

Assignment

Page 1 of 4

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE: CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the Nature of Conveyance to "Grant of Security Interest" not "Assignment" previously recorded on Reel 003051 Frame 836. Assignor(s) hereby confirms the Conveyance is for "GRANT OF SECURITY INTEREST" only.

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FOODHANDLER, INC.		09/14/2004	CORPORATION: NEW YORK
BARRIERSAFE SOLUTIONS INTERNATIONAL, INC.		09/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name: AMERICAN CAPITAL FINANCIAL SERVICES, INC.
Street Address: 2 Bethesda Metro Center, 14th Floor
City: Bethesda
State/Country: MARYLAND
Postal Code: 20814
Entity Type: CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 67

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Registration Number:	2398565	NEOPRO
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TRADEMARK

Assignment

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Registration Number:	2449613	MEDHANDLER
Registration Number:	2444954	FLAIRWEAR

TRADEMARK

REEL: 003097 FRAME 0202

Assignment

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Registration Number:	1495080	LOBSTER TRAP
Registration Number:	2625922	BLADEBLOCKER ULTRA
Registration Number:	2426872	ONYX
Registration Number:	2660803	STACERS G. BAAH
Registration Number:	2629303	JOBSELECT
Registration Number:	2594917	TEKNIQUE
Serial Number:	75415577	NITRON ONE
Serial Number:	75417538	
Serial Number:	76308182	ULTRASENSE
Serial Number:	78184343	PEBBLE-TECH
Serial Number:	78193619	MICROACTIVE
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Serial Number:	78198290	MICROFLEX CE5 SYSTEM CONTROLLED ENVIRONMENTS
Serial Number:	78240293	THINGRIP
Serial Number:	78323113	U
Serial Number:	78355660	BARRIERSAFE
Serial Number:	78355828	BARRIERSAFE SOLUTIONS
Serial Number:	75830739	HAND PROTECTION FOR THE 21ST CENTURY
Serial Number:	76417347	SAFE HANDS SAFE FOOD
Serial Number:	78167368	ISLAND POLY
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Serial Number:	78332291	DIGIFLEX
Serial Number:	78397401	ONE AT A TIME
Serial Number:	78411645	RACK IN THE BOX
Serial Number:	78397380	THE HIPSTER

CORRESPONDENCE DATA

Fax Number: (415)984-8701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-984-8700

Email: ssanford@omm.com

Correspondent Name: Scott D. Sanford

Address Line 1: 275 Battery Street, 26th Floor

Address Line 2: Embarcadero Center West

TRADEMARK

REEL: 003097 FRAME: 0203

Assignment

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Scott D. Sanford

Signature: /SDSnw/

Date: 04/07/2005

Total Attachments: 9

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- source=Microflex Security Agreement#page9.tif

RECEIPT INFORMATION

ETAS ID: TM27894
 Receipt Date: 04/07/2005
 Fee Amount: \$1690

TRADEMARK

REEL: 003097 FRAME: 0204

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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).....\$ _____

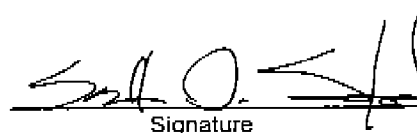
- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Scott D. Sanford, Esq.
Name of Person Signing


Signature

September 27, 2004
Date

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

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

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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.

1. Name of conveying party(ies): BarrierSafe Solutions International, Inc. 2301 Robb Drive Reno, Nevada 89523 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [x] 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 [x] No

3. Nature of conveyance: [x] 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 [x] 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 8. Deposit account number:

DO NOT USE THIS SPACE

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

Total number of pages including cover sheet, attachments, and document: 12

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

**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.

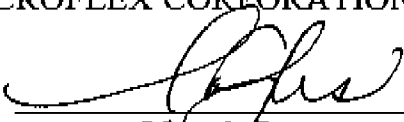
THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the obligations of each Grantor, as set forth in the Security Agreement among the Grantors and the Collateral Agent, dated as of September 14, 2004 (as amended from time to time, the "Security Agreement"). 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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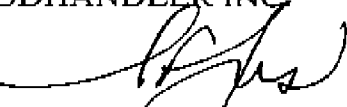
IN WITNESS WHEREOF, the undersigned have executed this Assignment of
ity Interest as of the 14th day of September, 2004.

MICROFLEX CORPORATION

By: 
Name: Lloyd Rogers
Title: Chief Executive Officer

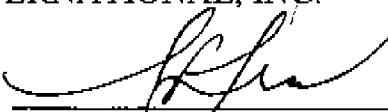
By: 
Name: John Bailey
Title: VP, CFO and Treasurer

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

IN WITNESS WHEREOF, the undersigned have executed this Assignment of
y 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. DEVILACOVA
Title: VP + CFO

BARRIERSAFE SOLUTIONS
INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Collateral Agent

By: 
Name:
Title:

Female Do
SVP

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 Onc	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
Synctron	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
DermaCarc	2,361,828	June 27, 2000
Ncopro 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

<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

<u>MARK</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
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.

SCHEDULE B**Microflex Corporation:****Issued U.S. Patents:**

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>INVENTION</u>
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:

<u>APPLICATION / PENDING NUMBER</u>	<u>DATE FILED</u>	<u>INVENTION</u>
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:**

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>INVENTION</u>
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:

<u>APPLICATION/ PENDING NUMBER</u>	<u>DATE FILED</u>	<u>INVENTION</u>
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.