

FORM PTO-1594
1-31-92



05-27-1998



Express Mail No.: TB 686 625 654 US

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

100719125

Box Assignment, Washington, DC 20231

and original documents or copy thereof.

1. Name of conveying party(ies):

Transamerica Business Credit Corporation

5-15-98

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

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

2. Name and address of receiving party(ies):

Name: Dimetrics, Inc.

Internal Address: _____

Street Address: 404 Armour Street West

City Davidson State NC ZIP _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State of Delaware _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interests
- Merger
- Change of Name

Effective Date: January 22, 1998

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

A. Trademark Application No.(s) NONE

B. Trademark registration No.(s) SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Nancy A. Zoubek, Esq.

File No.: 3756-083-999

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41):.....\$ 490.00

Please charge this amount and any other necessary fees to the deposit account listed in Section 8.

8. Deposit account number: 16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy A. Zoubek

Name of Person Signing

Reg. No.

Signature

May 15, 1998

Date

Total number of pages comprising cover sheet:

19

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

05/26/1998 T70M11 00000119 161150 1047156

01 FC:481
02 FC:482

40.00 CH
450.00 CH

TRADEMARK
REEL: 1733 FRAME: 0952

PENY4-695084.1

DIMETRICS, INC.

TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILED</u>
US	CENTAUR	1,047,156	8/31/76	40,227	12/23/74
US	CENTAUR & DESIGN	1,154,748	5/19/81	239,181	11/15/79
US	COMPUTAPATH	1,172,958	10/13/81	233,298	10/1/79
US	DIMETRICS (BLOCK)	980,291	3/12/74	442,835	12/4/72
US	DIMETRICS, INC.	981,543	4/2/74	442,834	12/4/72
US	GAPCO	1,155,892	5/26/81	235,433	10/16/79
US	GAPCO & DESIGN	1,159,434	6/30/81	236,158	10/22/79
US	GOLD TRACK	1,159,816	7/7/81	238,803	11/13/79
US	HI PULSE	989,817	7/30/74	442,833	12/4/72
US	HI PULSE & DESIGN	998,717	11/19/74	442,837	12/4/72
US	THE FOURTH DIMENSION IN WELDING	990,040	8/6/74	442,836	12/4/72
US	MINIWELD	716,117	5/30/61	102,636	8/15/60
US	GOLD TRACK IV/DSP	1,833,720	5/3/94	74/366,790	3/10/93
US	AMPTRAK	1,478,493	3/1/88	673,914	7/23/87
US	MERRICK	1,213,556	10/19/82	169,592	5/8/78
US	MICROPAP	1,795,777	6/8/93	74/217509	10/31/91
US	SOUNDTRAK	1,469,699	12/22/87	660,320	5/11/87
US	TXR	1,478,492	3/1/88	673,913	7/23/87
US	VOLT TRAK	1,481,473	3/22/88	673,869	7/23/87

TRADEMARK

REEL: 1733 FRAME: 0953

**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is granted and made effective as of January 22, 1998 by TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Agent") and DIMETRICS, INC., a Delaware Corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor and the Agent, in its capacity as collateral agent for various lenders, entered into a Patent, Trademark and Copyright Security Interest Agreement, dated as of October 22, 1993 (the "Agreement"), pursuant to which Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the Intellectual Property, as defined in the Agreement (collectively, the "Released Intellectual Property");

WHEREAS, a security interest was recorded with the United States Patent and Trademark Office on November 4, 1993 on Reel/Frame Numbers 6757/468 with respect to the patents and patent applications listed on Schedule A attached hereto and on Reel/Frame Numbers 1060/0355 with respect to the trademarks and trademark applications listed on Schedule B attached hereto and was made with respect to the copyrights and copyright applications listed on Schedule C attached hereto (collectively, the "Scheduled Intellectual Property");

WHEREAS, Grantor has fulfilled its obligations and has requested that the Agent terminate all security interests in and liens on all Released Intellectual Property, including without limitation the Scheduled Intellectual Property; and

WHEREAS, the Agent is willing to release such security interests and liens;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent re-grants, re-conveys, re-assigns, re-transfers and releases to the Grantor whatever rights, title and interest, if any, in and to the Released Intellectual Property, including but not limited to each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the patents and trademarks set forth, respectively, on Schedules A and B, attached hereto, together with the goodwill of the business symbolized by each trademark and the registrations of and applications for each patent, trademark and copyright, it being understood that the Agent's right, title, and interest, if any, in and to the Released Intellectual Property is solely that of a secured party pursuant to the Agreement. The Agent will execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property that were granted by the Grantor under the Agreement, in a form and on terms reasonably satisfactory to the Grantor, to release the Agent's lien, security interest and encumbrance against the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property and the goodwill symbolized by the trademarks, and including the right, if any, to all re-issues, extensions or renewals thereof and to recover for all past, present and future infringement thereof and royalties and other monies relating thereto, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. The Agent agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released Intellectual Property, including, but not limited to the Scheduled Intellectual Property, under the Agreement.

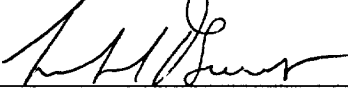
3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

4. This Release may be executed in two counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by a duly authorized officer and made effective as of the date first set forth above.

Dated:

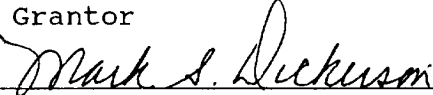
TRANSAMERICA BUSINESS CREDIT CORPORATION,
as Agent

By: 

Name: Michael S. Burns

Title: Sr. Vice President

DIMETRICS, INC.,
as Grantor

By: 


Name: Mark S. Dickerson

Title: Secretary

STATE OF Connecticut)
) ss:
COUNTY OF Hartford)

On this 8th day of April, 1998 before me appeared Michael S. Burns, who, being by me duly sworn, deposes and says that he/she is the Sr. Vice Pres. of Transamerica Business Credit Corporation, and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

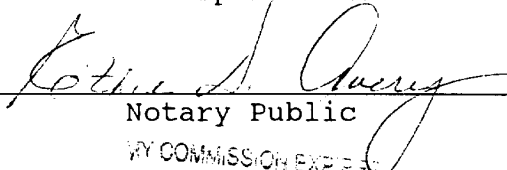
Notary Public


PAUL J. DUROSKO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1999

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 17TH day of APRIL, 1998 before me appeared MARK S. DICKERSON, who, being by me duly sworn, deposes and says that he/she is the SECRETARY of Dimetrics, Inc., and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

Notary Public


MY COMMISSION EXPIRES
AUGUST 8, 1999

Schedule A

DIMETRICS, INC.

PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Issued	Serial No.	Filed	Expires	Invention
Japan	1,196,683	3-12-84	128,858/74	11-8-74	11-8-94	Crawling Carriage
US	4,019,016	4-19-77	666,617	4-7-75	4-19-94	Welding Control Systems
Japan	1,240,640	11-26-84	138,307/74	12-2-74	12-2-94	Welding Control Systems
US	4,301,365	11-17-81	176,367	8-4-80	11-17-98	Gas Metal Arc Welding System
Canada	1,152,162	8-16-83	382,986	7-30-81	8-16-00	Gas Metal Arc Welding System
Grt. Brit.	2,081,478	6-13-84	8,119,779	6-26-81	6-26-01	Gas Metal Arc Welding System
Japan	1,481,446	2-10-89	121,769/81	8-3-81	8-3-01	Full Function In-Place Weld Head
US	4,372,474	2-8-83	211,359	11-28-80	2-8-00	Adapter for Socket Welds
US	4,386,726	6-7-84	211,358	11-28-80	6-7-00	Universal Pipe Lathe
US	4,397,202	8-9-83	179,789	8-20-80	8-9-00	Automatic Position Detector and Welding System Utilizing Same
US	4,631,385	12-23-86	717,357	3-29-85	12-23-03	Automatic Position Detector and Welding System Utilizing Same
EPO	0201641	4-8-92	85304986.4	7-12-85	7-12-05	Utilizing Same
Japan			154382/85	7-15-85		Automatic Position Detector and Welding System Utilizing Same
US	4,780,594	10-25-88	105,750	10-8-87	10-25-05	Method & Apparatus for Improved Control of Supply of Filler Material to Welding Location
EPO	0313232	3-25-92	88309212.4	10-4-88	10-4-8	Method & Apparatus for Improved Control of Supply of Filler Material to Welding Location
Japan	1,761,899	4-8-93	252,937/88	10-8-88	7-1-07	Method & Apparatus for Improved Control of Supply of Filler Material to Welding Location
(Merrick Engineering, Inc.)						
US	4,359,678	11-16-82	137,761	4-7-80	11-16-99	Electronic Reactive Power Regulator
US	4,390,954	6-28-83	253,861	4-13-81	6-28-00	Override Control Apparatus & Method for Parameter Adjustment of Digitally Based Welding Process Parameters
US	4,837,418	6-6-89	14,805	2-13-87	6-6-06	Method & Apparatus for Forming Welded Rings
Canada	1,290,960	10-22-91	568,784	2-12-88	10-22-08	Method & Apparatus for Forming Welded Rings
Korea			276/88	1-16-88		Method & Apparatus for Forming Welded Rings
(Taitronce Corporation)						
US	3,924,399	12-9-75	528,659	12-2-74	12-9-92	Radio Timer Construction
US	4,031,363	6-21-77	686,826	5-17-76	6-21-94	Display Apparatus for Automotive Vehicles
Canada	1,087,732	10-14-80	274,384	5-2-77	10-14-80	Display Apparatus for Automotive Vehicles
US	4,059,953	11-29-77	697,682	6-18-76	11-29-94	Timepiece Calendar Indexing Apparatus

TRADEMARK

REEL: 1733 FRAME: 0958

<u>Country</u>	<u>Patent No.</u>	<u>Issued</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Expires</u>	<u>Invention</u>
US	4,083,673	4-11-78	686,322	5-11-76	4-11-95	Portable Heating Apparatus
US	4,097,757	6-27-78	659,108	2-18-76	6-27-95	Synchronous Motor
US	4,115,714	9-19-78	663,766	3-4-76	9-19-95	Stepping Motor
Canada	1,069,572	1-8-80	272,060	2-18-77	1-8-97	Stepping Motor
US	4,079,274	3-14-78	742,614	11-17-76	3-14-95	Damping of Noise
US	4,192,136	3-11-80	780,842	3-24-77	3-11-97	Adjustment of Readout Members in a Digital Clock
US	4,308,435	12-29-81	44,250	5-31-79	12-29-98	Digital Display and Switch Apparatus for Automobile Accessory
US	4,340,948	7-20-82	143,291	4-24-80	7-20-99	Single Coil Balance Wheel for Driving a Mechanical Movement
US	4,835,349	5-30-89	168,761	3-16-88	5-30-06	Automatic Shut-Off Appliance timer
US	4,945,466	7-31-90	314,467	2-22-89	7-31-07	Resonant Switching Converter

TRADEMARKS AND TRADEMARK APPLICATIONS

Schedule B

DIMETRICS, INC.

Country	Reg. No.	Reg. Date	Serial No.	Filed	Expiree	Trademark
US	1,047,156	8-31-76	40,227	12-23-74	8-31-96	CENTAUR
US	1,154,748	5-19-81	239,181	11-15-79	5-19-01	CENTAUR & design
US	1,172,958	10-13-81	233,298	10-1-79	10-13-01	COMPUTAPATH
US	980,291	3-12-74	442,835	12-4-72	3-12-94	DIMETRICS (block)
US	981,543	4-2-74	442,834	12-4-72	4-2-94	DIMETRICS, INC.
US	1,155,892	5-26-81	235,433	10-16-79	5-26-01	GAPCO
US	1,159,434	6-30-81	236,158	10-22-79	6-30-01	GAPCO & design
US	1,159,816	7-7-81	238,803	11-13-79	7-7-01	GOLD TRACK
US	989,817	7-30-74	442,833	12-4-72	7-30-94	HI PULSE
US	998,717	11-19-74	442,837	12-4-72	11-19-94	HI PULSE & design
US	990,040	8-6-74	442,836	12-4-72	8-6-94	THE FOURTH DIMENSION IN WELDING
US	716,117	5-30-61	102,636	8-15-60	5-30-01	MINIWELD
Benelux	368019	6-27-80	44012	3-27-80	6-27-00	DIMETRIS
Canada	258,857	5-15-81	461,105	11-5-80	5-15-96	DIMETRIS
Canada	265,622	1-8-82	459,727	10-10-80	1-8-97	GAPCO
Canada	274,020	11-19-82	472,734	7-16-81	11-19-97	NU-WELD
Finland	85114	4-20-83	5587/80	10-22-80	4-20-93	DIMETRIS
Italy	407,199	2-24-86	35,184C/80	10-17-80	10-17-00	DIMETRIS
Italy	407,166	2-24-86	35,148C/80	10-14-80	10-14-00	GAPCO
Japan	1,676,408	4-20-84	81,548/80	10-9-80	10-21-93	DIMETRIS
Norway	111069	4-29-82	302868	10-14-80	1-20-94	DIMETRIS
Spain	0947229	10-5-81	947,229	7-4-80	4-29-92	DIMETRIS
Mexico			121,374	8-29-91	10-5-01	DIMETRIS
US			74/366,790	3-10-93		GOLD TRACK IV/DSP
(Merrick Engineering, Inc.)						
US	1,478,493	3-1-88	673,914	7-23-87	3-1-08	AMPTRAK
US	1,213,556	10-19-82	169,592	5-8-78	10-19-02	MERRICK
US	1,795,777	6-8-93	74/217509	10-31-91	6-8-03	MICROPAPW
US	1,469,699	12-22-87	660,320	5-11-87	12-22-07	SOUNDTRAK
US	1,478,492	3-1-88	673,913	7-23-87	3-1-08	TXR
US	1,481,473	3-22-88	673,869	7-23-87	3-22-08	VOLT TRAK
Tennessee	180,518	10-19-87				MERRICK
Tennessee	480,521	10-19-87				MERRICK

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Expires</u>	<u>Trademark</u>
Tennessee	180,523	10-19-87				MERRICK
(Talltronics Corporation)						
NONE						

COPYRIGHTS AND COPYRIGHT APPLICATIONS

Schedule C

DIMETRICS, INC.

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Expires</u>	<u>Title</u>
US	TX-573-303	10-27-80				GAPCO