

Tab settings ⇄⇄⇄ ▼



100748385

original documents or copy thereof.

MRD 6-16-98

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies): The Sidwell Company

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: May 21, 1998

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

Name: American National Bank and Trust Co.

Internal Address: _____

Street Address: 120 South LaSalle Street

City: Chicago State: IL ZIP: 60603

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

B. Trademark registration No.(s)

1,559,198

Additional numbers attached? Yes No

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

Name: Mr. David B. Solomon

Internal Address: Pedersen & Houpt

Street Address: 161 North Clark Street

Suite 3100

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

David B. Solomon

Name of Person Signing

Signature

June 11, 1998

Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

06/25/1998 TDM11 00000130 1559198

01 FC:481

40.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.



RELEASE OF CID NET TRADEMARK SECURITY INTEREST

THIS RELEASE OF CID NET TRADEMARK SECURITY INTEREST ("Release") is made as of this 21st day of May, 1998, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, having an office located at One Hundred Twenty North LaSalle Street, Chicago, Illinois 60603 (the "Bank").

WITNESSETH:

WHEREAS, the Bank and The Sidwell Company, an Illinois corporation having its principal place of business at 28W240 North Avenue, West Chicago ("Sidwell") are parties to a Loan and Security Agreement dated March 15, 1990 (the "Loan Agreement"), by which the Bank provided Sidwell an amount equal to \$1,240,666.69 pursuant to (i) a \$1,000,000 line of credit evidenced by that certain Promissory Note (Secured) dated January 1, 1998, made by Assignor to Assignee and (ii) a \$240,666.69 term loan evidenced by that certain Installment Note (Secured) dated February 19, 1998 and which Loan Agreement provides (i) for the Bank to extend credit to or for the account of Sidwell and (ii) for the grant by Sidwell to the Bank of a security interest in all of Sidwell's assets, including without limitation, its patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights, and licenses;

WHEREAS, the Loan Agreement was amended by the Amendment to Loan and Security Agreement dated as of August 29, 1996; the Second Amendment to Loan and Security Agreement dated as of June 13, 1997; the Third Amendment to Loan and Security Agreement dated as of January 1, 1998; and the Fourth Amendment to Loan and Security Agreement dated as of February 19, 1998;

WHEREAS, Sidwell and the Bank entered into a Patent, Trademark and License Agreement dated March 15, 1990 (the "Assignment Agreement") which evidenced Sidwell's grant to the Bank of a security interest in all Sidwell's trademarks, trademark registrations, service marks, service mark registrations, trade names, trademark and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Schedule B attached to the Assignment Agreement;

WHEREAS, Sidwell is the owner of a trademark registered with the United States Patent and Trademark Office on October 3, 1989 as Registration No. 1,559,198 (the "CID NET Trademark") and which remains subject to the Bank's security interest granted under both the Assignment Agreement and Loan Agreement;

WHEREAS, the Bank's security interest in the CID NET Trademark was recorded with the United States Patent and Trademark Office on March 16, 1990 at Reel No. 0697/Frame No. 0258; and

WHEREAS, Sidwell subsequently assigned the CID NET Trademark to CID NET Software, Inc. and this assignment was recorded with the United States Patent and Trademark Office on August 28, 1995 at Reel No. 1404/Frame No. 0179.

NOW, THEREFORE, the Bank hereby agrees to the following:

1. Release of Security Interest. The Bank hereby assents to the release of its security interest in the CID NET Trademark as created under both the Loan Agreement and the Assignment Agreement and consents to the recordation of this Release with the United States Patent and Trademark office which shall terminate the Bank's security interest in the CID NET Trademark.

2. Effect of Release on Other Collateral. The Bank's release of their security interest in the CID Net Trademark shall not release or cancel the Bank's security interest in any of the other Sidwell trademarks or other types of Collateral as defined in both the Assignment Agreement and Loan Agreement or subsequent amendments or restatements thereto.

IN WITNESS WHEREOF, the Bank hereto has executed this Release as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By Ann Edwards
Its Asst. Vice President

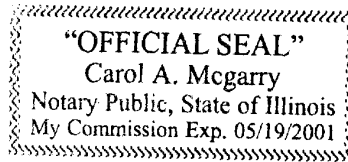
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Carol A. McGarry, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anne E. Esteves, Assistant Vice President of American National Bank and Trust Company, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officer of said corporation, and affixed the corporate seal of said corporation thereto, as their own free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of June, 1998.

Carol A. McGarry
NOTARY PUBLIC

My Commission Expires: 5/19/2001





Nº 1559198

THE UNITED STATES OF AMERICA

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

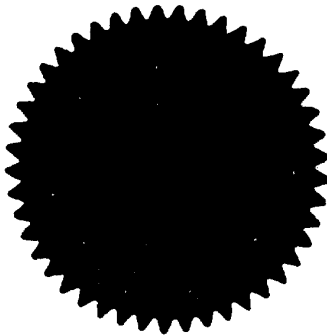
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for Twenty Years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this third day of October, 1989.

A handwritten signature in black ink, appearing to read "Ronald J. Higgins". The signature is written in a cursive style.

Commissioner of Patents and Trademarks



Int. Cl.: 35

Prior U.S. Cl.: 101

United States Patent and Trademark Office **Reg. No. 1,559,198**
Registered Oct. 3, 1989

**SERVICE MARK
PRINCIPAL REGISTER**

CID NET

SIDWELL COMPANY, THE (ILLINOIS CORPORATION)
P.O. BOX M
28W240 NORTH AVENUE
WEST CHICAGO, IL 60155

FIRST USE 3-18-1987; IN COMMERCE
3-18-1987.

SER. NO. 703,713, FILED 1-4-1988.

FOR: DATA PROCESSING SERVICES FOR
COUNTY GOVERNMENTAL BODIES, IN
CLASS 35 (U.S. CL. 101).

HENRY S. ZAK, EXAMINING ATTORNEY