

05-27-1999

Docket No.:

**TRADEMA**

19000/5

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*mrc* 5.19.99



101047589

To the Honorable Commissioner of Patents and Trademarks: F

1. Name of conveying party(ies):

**BankBoston**  
100 Federal Street  
Boston, MA 02110

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: May 10, 1999

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

Name: Somero Enterprises, Inc.

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

Street Address: 82 Fitzgerald Drive

City: Jaffrey State: NH ZIP: 03452

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Hampshire
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,113,602	1,940,293
2,059,256	1,827,217
2,059,255	

Additional numbers  Yes  No

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

Name: Mark S. Leonardo

Internal Address: Box IP, 18th Floor

Street Address: Brown, Rudnick, Freed & Gesmer, LLP

One Financial Center

City: Boston State: MA ZIP: 02111

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

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0369

DO NOT USE THIS SPACE

05/20/1999 NTHA11 00000167 2113602

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

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.

Mark S. Leonardo (Reg. No. 41,433)

Name of Person Signing

Signature

May 11, 1999

Date

Total number of pages including cover sheet, attachments, and

4

**TERMINATION OF COLLATERAL ASSIGNMENT AND SECURITY  
INTEREST OF THE FIRST NATIONAL BANK OF BOSTON (BANK  
BOSTON)**

This is a Termination of Collateral Assignment and Security Interest, dated May 10, 1999, executed by Bank Boston (formerly, The First National Bank of Boston) of 100 Federal Street, Boston, MA 02110 (the "Secured Party"), releasing all security interests of Secured Party in the Intellectual Property Collateral (defined below) originally owned by Somero Enterprises, Incorporated, a New Hampshire corporation (the "Somero").

*Recitals*

WHEREAS, Somero granted Secured Party collateral assignments and security interests in its Intellectual Property Collateral (the "Security Interest"), as evidenced by the Collateral Assignments and Security Agreements between Somero and the Secured Party recorded in the United States Patent and Trademark Office on March 17, 1999 at Reel 8412, Frame 0041 for various patents and at Reel Number 1567, Frame 0499 for various trademarks (the "Security Agreement");

WHEREAS, Somero desires termination of the Secured Party's Security Interest;  
and

WHEREAS, the Secured Party is willing to terminate its Security Interest.

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

1. Definitions. All terms defined in the Recitals hereto or in the Security Agreements that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following term has the meaning set forth below:

"Intellectual Property Collateral" means all of Somero's right, title and interest in and to all patents, registered and unregistered trademarks, service marks, collective membership marks, the respective goodwill associated with each, renewals thereof, licenses thereunder, and any other intellectual property assets included in the Security Agreement and related to the Concrete Screeding Business, all as presently existing or hereafter arising or acquired. The Intellectual Property Collateral shall include, without limitation, the following patents and trademarks:

## PATENTS

<u>Description</u>	<u>U.S. Patent Number</u>
Deflection Indicating Adjustable Highway Straight-Edge	5,234,281
Screeding Apparatus and Method	4,930,935
Screeding Apparatus and Method	4,655,633
	<u>Foreign Patent No.</u>
Improved Screeding Apparatus and Method	EP 376,692
Improved Screeding Apparatus and Method	Canada 2,005,242

## TRADEMARKS

<u>Mark</u>	<u>Application Number</u>	<u>Registration Number</u>
SOMERO ENTERPRISES	75/107,235	2,113,602
PLACER'S EDGE	75/107,234	2,059,256
LASER EDGE	75/107,233	2,059,255
LEADERS IN LEVELING	74/568,533	1,940,293
LASER SCREED	74/336,145	1,827,217

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Intellectual Property Collateral.

3. Revocation of Power of Attorney. The powers of attorney granted by Somero to Secured Party in the Security Agreement are hereby revoked with respect to the Intellectual Property Collateral.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest to be duly executed on the date first mentioned above.

Bank Boston

By: Pamela A. Kuong  
Print Name: Pamela A. Kuong  
Title: Vice President

STATE OF Massachusetts  
COUNTY OF Suffolk ) SS

On this 10<sup>th</sup> day of May, 1999 before me personally appeared Pamela A. Kuong, to me personally known, who being by me duly sworn says that he/she is the agent of BANK BOSTON, duly authorized to execute this instrument for BANK BOSTON and that said execution was the free act and deed of BANK BOSTON.

Marie C. Myers  
Notary Public

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MY COMMISSION EXPIRES AUG. 16, 2002