

07-20-1999

Docket No.:

D

7.13.99



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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):

Heller Financial, Inc., as Agent

Name and address of receiving party(ies):

Name: Roberts-Gordon, Inc.

07-13-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

Internal Address: P.O. Box 44

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

- Association
- Limited Partnership

Street Address: 1250 William St.
City: Buffalo State: NY ZIP: 14206

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

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

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
- Security Agreement
- Other Release of security interest
- Merger
- Change of Name

Execution Date: March 29, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

815870 826409 1462700

Additional numbers attached? Yes No

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

Name: Anne F. Downey, Esq.

Internal Address: Jaeckle Fleischmann & Mugal, LLP
800 Fleet Building

Street Address: 12 Fountain Plaza

City: Buffalo State: NY ZIP: 14202

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

8

7. Total fee (37 CFR 3.41):.....\$ \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0223 if deficiency in check

DO NOT USE THIS SPACE

07/20/1999 MTHAI1 00000026 815870

01 FC:481 40.00 OP
02 FC:482 175.00 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.

Anne F. Downey, Esq.

Name of Person Signing

Anne F. Downey

Signature

7-9-99

Date

Total number of pages including cover sheet, attachments, and document: 8

TRADEMARK

REEL: 001928 FRAME: 0819

ATTACHMENT TO TRADEMARK COVER SHEET

US Trademark Registrations owned by Roberts-Gordon, Inc.
Released from the security interest of Heller Financial, Inc.

The following registrations are in addition to the three registrations listed on the cover sheet:

1662388
1868163
2032114
2084038
2200406

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made as of MARCH 29, 1999, by **HELLER FINANCIAL, INC.**, as Agent, a Delaware corporation ("**Lender**").

WITNESSETH:

WHEREAS, Lender and Roberts-Gordon, Inc., a Delaware corporation ("**Borrower**"), were parties to a certain Trademark Security Agreement, dated as of March 4, 1997 (the "**Security Agreement**"), pursuant to which Borrower granted a security interest to Lender in, and a collateral assignment to Lender of, among other things, the Trademarks (as defined below) as security for certain obligations owing by Borrower to Lender, including the Trademarks set forth on **Exhibit A** hereto; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on **March 12, 1997**, in the Trademark Division at **Reel 1562, Frame 0774**; and

WHEREAS, Borrower has satisfied all obligations owing to Lender in full and has requested that Lender release its security interest in the Trademarks and Licenses and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:

(a) all United States and foreign trademarks, tradenames, service marks, trademark registrations, and the trademarks and applications listed on **Exhibit A** attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including, without limitation, damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, tradenames, service marks, trademark registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) any license agreement in which the Assignor is or becomes licensed to use a Trademark or the know-how of any other Person and the Trademark licenses (all the foregoing are referred to as the "**Licenses**"); and

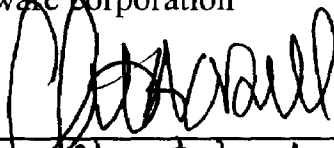
(c) the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

2. Lender hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Lender, all of Lender's right, title and interest in and to the Trademarks, and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HELLER FINANCIAL, INC., a
Delaware corporation

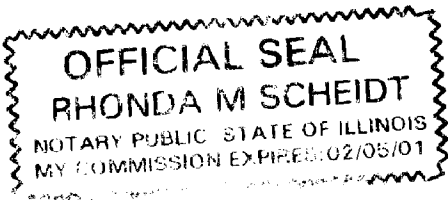
By: 
Name: Christopher A. O'Donnell
Title: Vice President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of March, 1999 before me personally appeared Christopher A. O'Donnell, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of **HELLER FINANCIAL, INC.**, a Delaware corporation.

Rhonda M. Scheidt
Notary Public
My Commission Expires:
2-5-2001



Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CO-RAY-VAC	815,870	09/27/66
GORDON-RAY	826,409	03/28/67
VANTAGE	1,462,700	10/27/87
ECONOVAC	1,662,388	10/29/91
TYKRON	1,868,163	12/20/94

SEE EXHIBIT A ATTACHED

TRADEMARK APPLICATIONS

ROBERTS-GORDON (2,032,114) 1/21/97	75/060,490	02/21/96
ENERGYTUBE (2,084,030) 7/29/97	75/159,210	09/03/96
CARIBE (116,406)	ITU APPLICATION FILED 02/05/97	

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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NONE

