

9-8-99

FORM PTO-1618A  
Expires 06/30/99  
OMB 0851-0127

09-10-1999

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101122792

RECORDATION FORM COVER SHEET

1356451

TRADEMARKS ONLY

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9-8-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other Termination of Collateral Assignment

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Summit Commercial/Gibraltar Corporation

090399

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name RXD, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 7505 Technology Drive

Address (line 2) \_\_\_\_\_

Address (line 3) West Melbourne

Florida

32904

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Indiana

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FOR OFFICE USE ONLY

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40.00 (P)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0827), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0827, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001959 FRAME: 0134

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1336451"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Brian L. Petrequin, Esq.  
Name of Person Signing

  
Signature

September 7, 1999  
Date Signed

**TERMINATION AND RELEASE OF COLLATERAL  
ASSIGNMENT OF PATENTS, TRADEMARKS,  
LICENSES AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS is granted on this 3<sup>rd</sup> day of August, 1999 by **Summit Commercial/Gibraltar Corporation**, a New York corporation having a principal place of business at 546 Fifth Avenue, New York, New York 10036, (the "Lender"), pursuant to a certain Loan and Security Agreement dated February 26, 1999 (the "Loan Agreement") and a Collateral Assignment of Patents, Trademarks, Licenses and Copyrights dated of even date therewith (the "Collateral Assignment"), to **RXD, Inc.**, an Indiana corporation having a principal place of business at 7505 Technology Drive, West Melbourne, Florida, 32904 (the "Assignor").

**WITNESSETH:**

WHEREAS, the Assignor and Lender entered into the Loan Agreement, for the purpose of securing certain obligations of the Assignor; and

WHEREAS, a summary of the Loan Agreement, being the Collateral Assignment was recorded on March 11, 1999 with the United States Patent and Trademark Office at Reel 1868, Frame 0274; and

WHEREAS, pursuant to the Loan Agreement and the Collateral Assignment, Assignor granted to the Lender a security interest in all of the Assignor's right, title and interest in and to all of the rights, interests, assets or property (collectively, "Trademark Collateral") identified on Schedule A attached hereto; all to secure the payment and performance of the obligations thereunder; and

WHEREAS, the Assignor has sold the Trademark Collateral and the Lender has agreed to terminate and release its security interest and its right, title and interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged;

369500-3

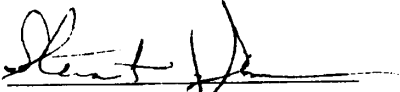
**TRADEMARK  
REEL: 001959 FRAME: 0136**

The Lender hereby terminates and releases its security interest and its right, title and interest in all of Assignor's Trademark Collateral and the Lender hereby assigns and transfers to Assignor, without recourse, all of the Lender's right, title and interest in and to the Trademark Collateral effective as of the date set forth above.

IN WITNESS WHEREOF, the Lender has signed this Agreement by its duly authorized officer as of the date and year first above written.

**LENDER:**

SUMMIT COMMERCIAL/GIBRALTAR CORPORATION,  
a New York corporation

By: 

Name: Stuart Jensen

Title: Vice President

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**TRADEMARK**  
**REEL: 001959 FRAME: 0137**

SCHEDULE A

LIST OF TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>EXPIRATION DATE</u>
RXD (words only)	1,336,451	5/21/85	5/21/05

299985-1

RECORDED: 09/08/1999

TRADEMARK  
REEL: 001959 FRAME: 0138