

11-04-1999



101191530

MRO
11-2-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
- Merger
Effective Date
Month Day Year
- Change of Name
- Other Termination of Assignment and release of Collateral

Conveying Party

Mark if additional names of conveying parties attached Reel 1329/Frame 356
Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - 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

11/03/1999 DNGUYEN 00000160 1166974

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

(40.00 OP
75.00 OP)

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)

RETURN TO:
FEDERAL RESEARCH CORP.
 400 SEVENTH STREET NW
 SUITE 101
 WASHINGTON DC 20004

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="1,166,974"/>	<input type="text" value="1,813,218"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,457,196"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,690,720"/>	<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.

Trisha Neal

Name of Person Signing

Trisha Neal

Signature

10-28-99

Date Signed

TERMINATION OF INTELLECTUAL PROPERTY ASSIGNMENT AND

RELEASE OF COLLATERAL

THIS TERMINATION OF INTELLECTUAL PROPERTY ASSIGNMENT AND RELEASE OF COLLATERAL is made effective on October 8, 1999 (the "Effective Date") by Bank One, N.A. (f/k/a The First National Bank of Chicago) as agent (herein the "Agent") as agent for certain lenders, as defined below;

WHEREAS, Sterling Products, Inc. ("SPI") has entered into that certain credit agreement, which has been restated, amended or modified from to time (herein the "Credit Agreement"), with the Agent and the lenders under the Credit Agreement (herein the "Lenders");

WHEREAS, Nelmor Co., Inc., a Massachusetts company (herein "Nelmor"), and the Agent have entered into a certain Intellectual Property Assignment (herein the "Assignment") pursuant to which Nelmor has granted to Lenders a continuing security interest in all patent and trademark assets of Nelmor to guaranty the obligations of SPI under the Credit Agreement, including without limitation, the United States and foreign copyrights set forth in Exhibit A, the United States and foreign trademarks set forth in Exhibit B, the license agreements in which Nelmor is or becomes a licensed party set forth in Exhibit C, and the United States and foreign patents set forth in Exhibit D (collectively the "Collateral");

WHEREAS, the Agent and Lenders have taken steps to record the continuing security interest of the Assignment in the records of the U. S. Patent and Trademark Office at Reel 7408/Frame 238 and at Reel 1329/Frame 356.

NOW, THEREFORE, the Agent and Lenders hereby confirm, as of the Effective Date, that: neither the Assignment nor any other agreement provided an assignment of title or a

license of the Collateral from Nelmor to Agent and/or Lenders; and, that the Agent and/or Lenders have terminated and hereby terminate the Assignment and the continuing security interest and have released and hereby release any and all obligations under the Assignment and the continuing security interest and any and all claims against the Collateral.

BANK ONE, N.A. (f/k/a THE FIRST NATIONAL BANK OF CHICAGO)

BY: Phillip D. Martin
(on behalf of itself and as Agent for the Lenders)
Name: Phillip D. Martin
Title: Vice President

DATE: October 8, 1999

Exhibit A

COPYRIGHTS

Registration No.

Date of Issuance

Title

NONE

Exhibit B

TRADEMARK REGISTRATIONS, APPLICATIONS AND COMMON LAW MARKS

MARK: NELMOR AN AEC COMPANY (& Design)

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>Appl'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
1,166,974	9/1/1981	219,380	6/13/1979	United States

MARK: NELMOR

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>Appl'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
1,457,196	9/15/1987	73/646,028	2/24/1987	United States

MARK: MICRO-KNIFE

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>Appl'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
1,690,720	6/2/1992	74/074,026	6/29/1990	United States

MARK: MINIKNIFE

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>Appl'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
1,813,218	12/21/1993	74/206,736	9/25/1991	United States

Exhibit C

LICENSES

NONE

Exhibit D

US AND FOREIGN PATENTS AND PATENT APPLICATIONS

United States

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
4,342,396	8/3/1982	176,859	8/11/1980	Rotary Parts Separator
4,635,862	1/13/1987	611,480	5/17/1984	Rotary Communitor
4,723,717	2/9/1988	408,514	8/16/1982	Rotary Shearing/Cutting Machine
4,728,045	3/1/1988	2,123	1/12/1987	Method for Reclaiming Bonded, Two-Resin Articles
4,809,854	3/7/1989	94,514	9/9/1987	Flotation Apparatus for Reclaiming Bonded, Two-Resin Articles
5,000,644	3/19/1991	532,449	6/4/1990	Bin Inlet Deflector for a Granulator
5,060,875	10/29/1991	532,597	6/4/1990	Granulator Knife
5,097,970	3/24/1992	532,452	6/4/1990	Apron System for a Granulator
5,297,746	3/29/1994	998,462	12/30/1992	Granulator Knife
		08/300,783	9/1/1994	Granulator Knife

Austria

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
E 98138	12/8/1993	91304440.0		Granulator Knife

Belgium

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
0460819	12/8/1993	91304440.0		Granulator Knife

Canada

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
		2,111,667	12/16/1993	Granulator Knife

France

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
0460819	12/8/1993	91304440.0		Granulator Knife

Germany

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
69100738	12/8/1993	91304440.0 P4344801.1	12/28/1993	Granulator Knife Granulator Knife

Italy

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
		RM 93A 000849	12/13/1993	Granulator Knife

Luxembourg

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
0460819	12/8/1993	91304440.0		Granulator Knife

Netherlands

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
0460819	12/8/1993	91304440.0		Granulator Knife

Sweden

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
		2,111,667	12/29/1993	Granulator Knife

Switzerland/Liechtenstein

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
0460819	12/8/1993	91304440.0		Granulator Knife

United Kingdom

<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
0460819	12/8/1993	91304440.0		Granulator Knife