FORM PTO-1618A Expires 06/30/99

OMB 0651-0027

12-02-1999



101212559

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

Correction of PTO Error   Reel #   Frame #   Change of Name   Change of Name   Corrective Document   Reel #   Frame #   X Other   Release of Security Agreement   Reel #   Frame #   X Other   Release of Security Agreement   Recursive Document   Recursive Date   Month Day Year   Name   Sirrom Investments, Inc.   Individual   General Partnership   Limited Partnership   X Corporation   Association   Other   Association   Association   Tennessee   Receiving Party   X Mark if additional names of receiving parties attached   Name   CASS Polymers, Inc.   DBA/AKA/TA   Composed of   Address (line 1)   12005 N. Virginia Avenue   Address (line 2)   Address (line 3)   Oklahoma City   City   State/Country   If document to be recorded is an assignment of a domestic of a domestic preparated document from Assignment.)   X Citizenship/State of Incorporation/Organization   Oklahoma   Oklahoma	TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(les).  Submission Type  X New  Resubmission (Non-Recordation) Document ID #	\\` RECORDATION	ON FORM COVER SHEET
Submission Type    X   New	Submission Type    New		
Resubmission	Resubmission   (Non-Recordation)   Security Agreement   Nunc Pro Tunc Assignment   Document ID #   Month Day Year   Change of Name   Corrective Document   Reel #   Frame #   Change of Name   Conveying Party   Mark if additional names of conveying parties attached   Execution Date   Month Day Year   Name   SIrrom Investments, Inc.   Individual   General Partnership   Limited Partnership   X Corporation   Association   Other   X Citizenship/State of Incorporation/Organization   Tennessee   Receiving Party   X Mark if additional names of receiving parties attached   Name   CASS Polymers, Inc.   DBA/AKA/TA   Composed of   Address (line 1)   12005   N. Virginia Avenue   Address (line 2)   Address (line 3)   Oklahoma   City   City   State(Country   If document to be recorded is an assignment and the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an appointment of the neceiving party is not domiciled in the United States, an a		
Resubmission Non-Recordation	Resubmission (Non-Recordation) Document ID #	<u>Sub</u> mission Type	Conveyance Type
Document ID #	Correction of PTO Error   Reel #   Frame #   Change of Name   Change of Name   Corrective Document   Reel #   Frame #   X Other   Release of Security Agreement		Assignment License
Corrective Document Ree! # Frame # Change of Name  Corrective Document Ree! # Frame # X Other Release of Security Agreement  Conveying Party	Corrective Document Reel # Frame # Change of Name  Conveying Party Mark if additional names of conveying parties attached Name Sirrom Investments, Inc.  Individual General Partnership Limited Partnership X Corporation  Other  X Citizenship/State of Incorporation/Organization  DBA/AKA/TA  Composed of  Address (line 1)  Address (line 2)  Address (line 3)  Oklahoma City  C		Effective Date
Corrective Document Reel # Frame #	Corrective Document Reel # Frame # X Other Release of Security Agreement  Conveying Party		Merger
Name Sirrom Investments, Inc.    Sirrom Investments, Inc.   11 12 99	Name Sirrom Investments, Inc.    Individual   General Partnership   Limited Partnership   X Corporation   Association		
Formerly  Individual General Partnership Limited Partnership X Corporation Association  Other  X Citizenship/State of Incorporation/Organization Tennessee  Receiving Party X Mark if additional names of receiving parties attached  Name CASS Polymers, Inc.  DBA/AKA/TA  Composed of  Address (line 1) 12005 N. Virginia Avenue  Address (line 2)  Address (line 3) Oklahoma City OK State/Country If document to be recorded is an assignment and the roceiving parties attached in the United States, an appointment of a dornestic representative should be attached. (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Formerly  Individual General Partnership Limited Partnership X Corporation Association  Other  X Citizenship/State of Incorporation/Organization Tennessee  Receiving Party X Mark if additional names of receiving parties attached  Name CASS Polymers, Inc.  DBA/AKA/TA  Composed of Address (line 1) 12005 N. Virginia Avenue  Address (line 2) Address (line 3) Oklahoma City OK State/Country If document to be recorded is an assignment and the receiving parties attached in the United States, an appointment of a dornestic representative should be attached. (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Conveying Party	
Formerly  Individual General Partnership Limited Partnership X Corporation Association Other  X Citizenship/State of Incorporation/Organization Tennessee  Receiving Party X Mark if additional names of receiving parties attached Name CASS Polymers, Inc.  DBA/AKA/TA Composed of  Address (line 1) 12005 N. Virginia Avenue  Address (line 2)  Address (line 3) Oklahoma City OK State/Country If document to be recorded is an assignment and the receiving party is not domicible in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Individual   General Partnership   Limited Partnership   X Corporation   Association	Name Sirrom Investments, Inc.	
Individual General Partnership Limited Partnership X Corporation Association  Other  X Citizenship/State of Incorporation/Organization Tennessee  Receiving Party X Mark if additional names of receiving parties attached  Name CASS Polymers, Inc.  DBA/AKA/TA  Composed of Address (line 1) 12005 N. Virginia Avenue  Address (line 2) OK 73120  Individual General Partnership Limited Partnership 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Individual General Partnership Limited Partnership X Corporation Association  Other  X Citizenship/State of Incorporation/Organization Tennessee  Receiving Party X Mark if additional names of receiving parties attached  Name CASS Polymers, Inc.  DBA/AKA/TA  Composed of Address (line 1) 12005 N. Virginia Avenue  Address (line 2) OK 73120  Zip Code Individual General Partnership Limited Partnership 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY		
Other  X Citizenship/State of Incorporation/Organization Tennessee  Receiving Party  X Mark if additional names of receiving parties attached  Name CASS Polymers, Inc.  DBA/AKA/TA  Composed of  Address (line 1) 12005 N. Virginia Avenue  Address (line 2)  Address (line 3) Oklahoma City OK 73120  City State/Country Ip Code  Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domicilled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Other  X Citizenship/State of Incorporation/Organization Tennessee  Receiving Party  X Mark if additional names of receiving parties attached  Name CASS Polymers, Inc.  DBA/AKA/TA  Composed of  Address (line 1) 12005 N. Virginia Avenue  Address (line 2)  Address (line 3) Oklahoma City OK 73120  City State/Country If document to be recorded is an assignment and the receiving party is not domicited in the United States, an appointment of a domestic representative should be attached.  Other Other Other Other Occupant Organization Oklahoma  FOR OFFICE USE ONLY	Formerly	
Receiving Party    X   Mark if additional names of receiving parties attached   Name   CASS Polymers   Inc.	Receiving Party    X   Mark if additional names of receiving parties attached   Name   CASS Polymers   Inc.	Individual General Partnership	Limited Partnership X Corporation Association
Receiving Party    X   Mark if additional names of receiving parties attached   Name   CASS Polymers, Inc.	Receiving Party    X   Mark if additional names of receiving parties attached   Name   CASS Polymers, Inc.	Other	
Receiving Party    X   Mark if additional names of receiving parties attached   Name   CASS Polymers, Inc.	Receiving Party    X   Mark if additional names of receiving parties attached   Name   CASS Polymers, Inc.	X Citizenship/State of Incorporation/Organiza	ation Tennessee
DBA/AKA/TA  Composed of  Address (line 1) 12005 N. Virginia Avenue  Address (line 2)  Address (line 3) Oklahoma City OK State/Country Zip Code  Individual General Partnership Limited Partnership 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	DBA/AKA/TA  Composed of  Address (line 1) 12005 N. Virginia Avenue  Address (line 2) OK T3120  City State/Country 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY		Mark if additional names of receiving parties attached
Address (line 1) 12005 N. Virginia Avenue  Address (line 2) OK T3120  City State/Country 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Composed of  Address (line 1) 12005 N. Virginia Avenue  Address (line 2) OK T3120  City OK State/Country 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY		
Address (line 1) 12005 N. Virginia Avenue  Address (line 2) OK 73120  City State/Country 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Address (line 1) 12005 N. Virginia Avenue  Address (line 2) OK 73120  Zip Code  Individual General Partnership Limited Partnership 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.  Other Other Other Oklahoma  FOR OFFICE USE ONLY	DBA/AKA/TA	
Address (line 2)  Address (line 3) Oklahoma City OK 73120  City State/Country 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.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Address (line 2)  Address (line 3) Oklahoma City OK 73120  City State/Country If document to be recorded is an assignment and the receiving party is not domicited in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Composed of	
Address (line 3) Oklahoma City OK 73120  City State/Country Limited Partnership Individual General Partnership Limited Partnership 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.  Other (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Address (line 3) Oklahoma City OK 73120  City State/Country 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.  Other (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Address (line 1) 12005 N. Virginia Avenue	
Individual General Partnership Limited Partnership 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.  Other (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Individual General Partnership Limited Partnership 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.  Other (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Address (line 2)	
Individual General Partnership Limited Partnership 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.  Other (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Individual General Partnership Limited Partnership 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.  Other (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Address (line 3) Oklahoma City	OK 73120
Other  (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization  FOR OFFICE USE ONLY  FOR OFFICE USE ONLY	Other (Designation must be a separate document from Assignment.)  X Citizenship/State of Incorporation/Organization Oklahoma  FOR OFFICE USE ONLY	Individual General Partnership	Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic
FOR OFFICE USE ONLY	999 TTON11 00000233 1547832 \	Other	(Designation must be a separate
FOR OFFICE USE ONLY	999 TTON11 00000233 1547832 \	X Citizenship/State of Incorporation/Organiza	ation Oklahoma
1999 TTDN11 00000233 1547832 \	999 TTDN11 00000233 1547832 \		
181 (40.00 RP)	81 (40.00 04)	999 TTDN11 00000233 1547832 \	NOFFICE OSE ONE!
	AT 14144 01		

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0927, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS

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

FORM PTO- Expires 06/30/99 OMB 0651-0027	1618B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic R	epresentative Name a	nd Address Enter for the first	Receiving Party only.
Name [			
Address (line 1)			
Address (line 2)		1	
Address (line 3)		The same of the sa	
Address (line 4)			
Correspond	lent Name and Addres	SS Area Code and Telephone Number	(405) 235-7000
Name	Christin V. Adkins,	Esq.	
Address (line 1)	Hartzog Conger & Cas	son	
Address (line 2)	1600 Bank of Oklahom	ma Plaza	
Address (line 3)	201 Robert S. Kerr		
Address (line 4)	Oklahoma City, OK 73	3102	
Pages	Enter the total number of including any attachment	f pages of the attached conveyance o	document #
Trademark A		) or Registration Number(s)	Mark if additional numbers attached
		or the Registration Number (DO NOT ENTER B	
1,547,832	demark Application Numb	per(s) Regi	stration Number(s)
1,547,652			
Number of	Properties Enter the to	otal number of properties involved.	# 1
Fee Amoun	t Fee Amoun	nt for Properties Listed (37 CFR 3.41	): <b>\$</b> 40.00
	<del>-</del>	closed X Deposit Account	
Deposit A (Enter for p	ACCOUNT ayment by deposit account or if a	additional fees can be charged to the account.)  Deposit Account Number:	#[
		Authorization to charge additional fees	S: Yes No
Statement a	ınd Signature		
attac	ne best of my knowledge and ched copy is a true copy of th cated herein.	belief, the foregoing information is true one original document. Charges to deposit	and correct and any t account are authorized, as
Christin '	V. Adkins	Ahrsten Odhur	
Name	of Person Signing	Signature	Date Signed

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

## RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

3115 000 7 0027		Dillio One		
Conveying Party Enter Additional Conveying	ng Party	Mark if additional names	of conveying parties attach	ed Execution Date Month Day Year
Name				
Formerly				
Individual	General Partnership	Limited Partnership	Corporation	Association
Other				
Citizenship State	of Incorporation/Organization			
Receiving Party Enter Additional Receiving	g Party X	Mark if additional names of rec	eiving parties attached	
Name Ad-T	Cech Plastic Systems,	Corp.		
DBA/AKA/TA				
Composed of				
Address (line 1) 1200	05 N. Virginia Avenue		***	
Address (line 2)				
Address (line 3) 0k1a	ahoma City	OK State/Country		73120 Zip Code
Individual	General Partnership  Association	Limited Partnership	not domiciled in a appointment of a	the receiving party is the United States, an domestic nould be attached st be a separate
X Citizenship/State	e of Incorporation/Organization	Michigan		
	cation Number(s) or Reg	-		nal numbers attached
	ark Application Number or the Regi			
Trademark	Application Number(s)		Registration Number	(s)

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

## RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

OMB 0651-0027	TRADEMARKS ONE I	
Conveying Enter Additional C	Party  Mark if additional names of conveying parties attached	ed Execution Date Month Day Year
Name		
Formerly		
Individual	General Partnership Limited Partnership Corporation	Association
Other		
Citizenshi	p State of Incorporation/Organization	
Receiving P Enter Additional F	Party Receiving Party  Mark if additional names of receiving parties attached	
Name	Milamar Coatings, L.L.C.	
DBA/AKA/TA		
Composed of		
Address (line 1)	12005 N. Virginia Avenue	
Address (line 2)		
Address (line 3)	Oklahoma City OK State/Country	73120 Zip Code
Individua Corporati	General Partnership Limited Partnership  If document to be assignment and to not domiciled in to appointment of a representative sh (Designation must)	he receiving party is he United States, an domestic ould be attached t be a separate
X Citizensh	limited liability company document from the sip/State of Incorporation/Organization Oklahoma	e Assignment.)
	Application Number(s) or Registration Number(s) Mark if addition  Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the s	nal numbers attached ame property).
Trad	emark Application Number(s)   Registration Number	(s)

This Release is entered into as of the 12th day of November, 1999 (the "Effective Date") by and between CASS Polymers, Inc., an Oklahoma corporation (the "Company"), and Sirrom Investments, Inc. (the "Lender").

WHEREAS, the Company, the Lender and other parties are parties to that certain Loan and Security Agreement, dated December 15, 1998 (the "Loan Agreement"), pursuant to which the Lender and Commerce Capital, L.P. made available to the Company a loan in the aggregate principal amount of \$3,000,000 (the Lender's portion of such loan was \$2,000,000) (the "Loan"), which Loan is memorialized by that certain Secured Promissory Note, dated December 15, 1998, in the principal amount of \$2,000,000 (the "Note");

WHEREAS, in consideration of the Lender making the Loan to the Company, the Company granted to the Lender warrants to purchase that number of shares of the Company's common stock which the Company represented to equal 9.33% of the shares of the Company's capital stock outstanding on the date of the Loan, calculated on a fully diluted basis (the "Warrants");

WHEREAS, the Warrants are evidenced by that certain Stock Purchase Warrant, dated December 15, 1998;

WHEREAS, in connection with the Loan, the Company and certain of its affiliates pledged certain collateral to the Lender to secure the Loan including, but not limited to, a pledge of Trademark Registration Number 1,547,832 and Patent Number 5,139,170 (the "Collateral");

WHEREAS, in connection with the Loan, the parties entered in that certain letter agreement, dated December 15, 1998 (the "Letter Agreement"), a true and correct copy of which is attached hereto, which sets forth certain agreements of the Company's affiliate, CASS Holdings, L.L.C.; and

WHEREAS, the Company and the Lender have reached an agreement as to the payoff of the Note, the cancellation of the Warrants, the termination of the Letter Agreement, and the release of the Collateral:

NOW, THEREFORE, for and in consideration of the mutual agreements and the premises hereinafter set forth, the parties agree as follows:

1

1. Payoff of the Note. The Lender represents and warrants to the Company that it is sole holder of the Note, that the Note is not subject to any liens, encumbrances, or security interests of any kind, and that the amounts necessary to pay the outstanding principal amount due under the Note, all accrued and unpaid interest thereon as of November 10, 1999 (the "Effective Date"), and all other charges and fees are set forth below:

Principal Balance	\$2,000,000
Accrued Interest	\$7,222
Prepayment Fee	\$-0-
Other Amounts Due	\$-0-

If payment is not received in same day funds by 2:00 p.m., Oklahoma City time, on the Effective Date, the per diem charge on the above balances outstanding under the Note shall be \$722.22. The total payoff shown above, together with any per diem charges, are hereafter referred to as the "Payoff Amount".

The Payoff Amount shall be wired to:

Bank Name: Suntrust Bank, Nashville Account Name: Sirrom Investments, Inc.

ABA #: 064000046

Account No.: 7020872805

In consideration of, and subject only to, the payment of the Payoff Amount required above, the Lender hereby (i) acknowledges and agrees that payment of the Payoff Amount constitutes payment in full and complete satisfaction of all of the Company's indebtedness and obligations to the Lender (including, but not limited to, all Obligations, as defined in the Loan Agreement, of the Company to the Lender); (ii) agrees that, upon receipt of the Payoff Amount, any interest of the Lender in any security interests or other liens that the Company or any other person or entity may have granted to the Lender as collateral, including the Collateral, for any or all obligations of the Company to the Lender or in the property subject thereto (the "Liens") shall be released and terminated; and (iii) agrees that, upon receipt of the Payoff Amount, the Note, the Loan Agreement and all related instruments, agreements and other documents, including but not limited to, the Letter Agreement, will be terminated, and neither the Lender nor the Company shall have any further rights or obligations one to the other including, but not limited to, any indemnification obligations under the Loan Agreement or otherwise.

Upon payment to the Lender of the Payoff Amount in accordance with this Release, the Lender will (i) deliver to the Company the original Note marked "PAID IN FULL"; (ii) execute and deliver to the Company Forms UCC-3 and other termination statements to release the Liens, including any documents required to release any and all liens or other encumbrances filed with the U.S. Patient and Trademark Office; and (iii) promptly return to Company any stock certificates included in the Collateral (including stock certificate no. 001 of CASS Polymers, Inc. for 60,740 shares and stock certificate no. 26 of AdTech Plastic Systems Corp. for 149,150 shares).

- <u>Cancellation of the Warrants</u>. The Lender agrees that (i) 2. the purchase price for the cancellation of the Warrants is \$300,000 (which amount is valid through November 15, 1999); (ii) upon payment of such amount, the Lender shall have no further rights under the Stock Purchase Warrant (except for the right to receive \$300,000 required by this Section 2); and (iii) upon payment of such amount, the Stock Purchase Warrant and all related instruments, agreements and other documents will be terminated, and neither the Lender nor the Company shall have any further rights or obligations one to the other. The Lender acknowledges that the Warrants have not been exercised, in whole or in part, nor has the Lender exercised its right to Put, as defined in the Stock Purchase Warrant, any or all of the Warrants. The Lender represents and warrants to the Company that the Lender is the sole beneficial owner of all of the Warrants, the Warrants have not been transferred, in whole or in part, to any person or entity, and the Warrants are not subject to any liens, encumbrances or security interests of any kind. Upon payment to the Lender of the amount required by this Section 2, the Lender will deliver to the Company the original Stock Purchase Warrant marked "CANCELLED".
- 3. Release. Upon payment of the Payoff Amount and the amount required by Section 2, the Lender does hereby fully release, acquit and forever discharge the Company and its successors, assigns, officers, directors, agents, employees, attorneys and representatives, past and present (all of such released parties being hereinafter collectively referred to as the "Released Parties"), from any and all claims, demands, liabilities, grievances and causes of action of any kind whatsoever, whether known or unknown at the present time, contingent or not contingent, which the Lender may have had or may now have against the Released Parties or any of them including, without limitation, all claims,

3

demands, liabilities, grievances and causes of action arising out of or in any way connected with or related to the Loan.

- General. In case at any time after the payment of the amounts required by this Release any further action is necessary or desirable to carry out the purposes of this Release, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as the other party may reasonably request.
- Modification. This Release sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between the parties concerning such subject matter, and may be modified or amended only by written instrument duly executed by all parties hereto.
- Applicable Law, Choice of Law and Venue. The validity of this Release, its construction, interpretation and enforcement and the rights of the parties hereunder shall be determined in accordance with, governed by and construed under the laws of the State of Oklahoma, without giving effect to conflict of laws. parties agree that all actions or proceedings arising in connection with this Release shall be tried and litigated only in state and federal courts located within the County of Oklahoma, State of Oklahoma. The parties hereto waive any rights they may have to assert the doctrine of forum non conveniens, or to object to such venue, and hereby consent to any court-ordered relief.
- Counterpart Execution. This Release may be executed in 7. counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Release as of the date first above written.

CASS POLYMERS, INC.

Executive Officer

SIRROM INVESTMENTS, INC.

By:

Title

.TTYS\AP\DOC\9MED5587.RE1

5

**RECORDED: 11/26/1999**