

04-06-2000

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FEB 29 AM 11:46 RECORDATION FORM COVER SHEET

OPR/FINANCE 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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Release of lien by Secured Party

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name MTB Bank

12/03/99

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 USAR Systems Incorporated

DBA/AKA/TA _____

Composed of _____

Address (line 1) 568 Broadway

Address (line 2) _____

Address (line 3) New York

New York

10012

- 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

04/06/2000 INDIEN 0000060 1117727

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 GP
75.00 GP

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 (0591-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0591-0027, 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

TRADEMARK
REEL: 002044 FRAME: 0643

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name David Franz

Address (line 1) 652 Mitchell Road

Address (line 2) Newbury Park, CA 91320

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 213/683-6000

Name Roxanne E. Christ, Esq.

Address (line 1) c/o Paul, Hastings, Janofsky & Walker LLP

Address (line 2) 555 South Flower Street

Address (line 3) Los Angeles, California 90071

Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

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)

1117727
(Japanese)

1090976
(European Community)

2257171

2287800

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00

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: # 16-0752

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.

Roxanne E. Christ
Name of Person Signing

Roxanne E. Christ 1/14/20
Signature Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

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 Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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Release of
Security Agreement –
Patents, Trademarks and Copyrights

BETWEEN

MTB BANK, as Secured Party

and

USAR SYSTEMS INCORPORATED, as Debtor

THIS RELEASE of Security Agreement – Patents, Trademarks and Copyrights, by and between MTB BANK, a commercial bank organized under the banking laws of New York, with its principal office located at 90 Broad Street, New York, New York 10004 (hereinafter the "Secured Party") and USAR SYSTEMS INCORPORATED, a New York corporation with its principal place of business at 568 Broadway, New York, New York 10012 (hereinafter "Debtor").

RECITALS

A. The Secured Party and the Debtor entered into a Credit Agreement dated as of August 22, 1996 (as it may have been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to the Debtor in the amounts, and subject to the terms and conditions, specified in the Credit Agreement.

B. As a condition precedent to the obligation of the Secured Party to extend credit to the Debtor pursuant to the terms of the Credit Agreement, the Secured Party required the execution and delivery by the Debtor of a Security Agreement – Patents, Trademarks and Copyrights dated as of August 22, 1996 (the "Security Agreement") granting to the Secured Party a security interest in the Collateral as defined therein (the "Collateral").

C. The Security Agreement was recorded in the U.S. Patent and Trademark Office on September 5, 1996 at Patent Reel 8000, Frames 0106-0118; and

D. Debtor has repaid the principal of all loans outstanding under the Credit Agreement and all interest accrued thereon, and has requested that the Secured Party release any security interests granted in the Security Agreement to the Collateral as defined therein.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby releases all of the Secured Party's right, title and interest in and to the Collateral (as defined in the Security Agreement), including, without limitation, any security interests in (i) each of the Trademarks (as defined in the Security Agreement, including, without limitation, the Trademarks listed on Schedule B hereto), and the goodwill of the business symbolized by each of the Trademarks; (ii) each of the Copyrights (as defined in the Security Agreement, including, without limitation, the Copyrights listed on Schedule C hereto) and all registrations and recordings thereof; (iii) all customer lists and other records of the Debtor relating to the distribution of products bearing or including any Trademark or Copyright; (iv) each of the Patents (as defined in the Security Agreement, including, without limitation, the Patents listed on Schedule A hereto); and (iv) any

and all receivables and other proceeds of the foregoing, including, without limitation, any claims by the Debtor against third parties for infringement of any Trademark, Copyright or Patent.

The Secured Party expressly agrees to execute and deliver, at the request of the Debtor, all papers, instruments, and other documents, and to perform any other acts, the Debtor reasonably may require in order to terminate the security interests granted in the Credit Agreement and the Security Agreement and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Debtor. The Secured Party shall have no responsibility for the preparation or the cost of preparing, executing, delivering, filing or recording such papers, instruments and other documents, it being understood and agreed that (i) the Debtor shall have full responsibility for such preparation, filing and recording and (ii) the full cost thereof shall be borne by the Debtor.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized officer on this 3rd day of December, 1999.

MTB BANK

By: [Signature]
Name: Richard Assaf
Title: VP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 3rd day of December in the year 1999 before me, the undersigned, a Notary Public in and for the said State, personally appeared Richard Assaf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

My commission expires: 8-31-2000

REBECCA CROSS
Notary Public, State of New York
No. 01CR6012627
Qualified in Bronx County
Commission Expires August 31, 2000

Schedule A

SCHEDULE OF TRADEMARKS & TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
USAR	2,257,171	06/29/99
"U" design	2,287,800	10/19/99

<u>Mark</u>	<u>Trademark Appl. Number</u>	<u>Filing Date</u>
"U" design	11-17727 (Japanese Trademark Application)	03/01/99
"U" design	1090976 (European Community Trademark Application)	03/01/99

.A/508275.1

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RECORDED: 02/29/2000

**TRADEMARK
REEL: 002044 FRAME: 0648**