

05-24-2000

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OPR/FINANCE

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REGISTRATION 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 #

MWD
5-2-W

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other Release of Security Agreement

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name The Fifth Third Bank

Execution Date
Month Day Year
 4 10 00

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name Entek Scientific Corporation

DBA/AKA/TA

Composed of

Address (line 1) 1700 Edison Drive

Address (line 2)

Address (line 3) Milford OH 45150

City State/Country Zip Code

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

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.)

FOR OFFICE USE ONLY

05/24/2000 ASCOTT 00000031 1249657

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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 0651-0027, 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

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)

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.)

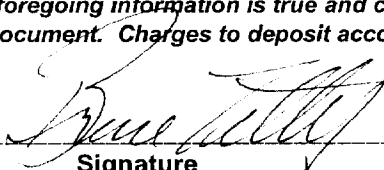
Deposit Account Number: #

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.

Bruce Tittel



4/24/2000

Name of Person Signing

Signature

Date Signed

FULL SATISFACTION AND RELEASE OF
SECURITY INTEREST AND MORTGAGE

WHEREAS, Entek Scientific Corporation (now known by change of name as Entek IRD International Corporation, and hereinafter "Entek"), an Ohio corporation, has in the past been, but no longer is, obligated to The Fifth Third Bank (hereinafter "Fifth Third"), an Ohio banking corporation, and previously entered into a Security Agreement as Mortgage - Trademarks & Patents (hereinafter the "Agreement") with Fifth Third; and

WHEREAS, pursuant to the Agreement, Entek assigned and granted to Fifth Third a security interest in, and mortgage on, all right, title and interest of Entek in and to certain trademarks listed on the annexed Schedule 2-A (hereinafter the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (hereinafter the "Collateral") for securing the payment, performance and observance of Entek's Obligations, as defined in the Agreement, which assignment and grant is represented by an Assignment for Security (Trademarks) attached as Exhibit A (hereinafter the "Assignment"); and

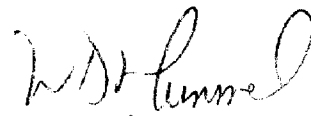
WHEREAS, the Assignment was heretofore recorded at the United States Patent and Trademark Office (PTO) initially on August 26, 1996 in the U.S. Patent and Trademark Office at Reel 1496, Frame 318, and subsequently re-recorded at the PTO on October 15, 1999, at Reel 1976, Frame 650; and

WHEREAS, Entek previously has completed the payment, performance and observance of its Obligations (as defined in the Agreement) to the full and complete satisfaction of Fifth Third and, therefore, it is the desire of Fifth Third to cancel the Agreement and the Assignment in their entireties, and to release fully and completely Entek therefrom.

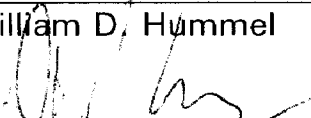
NOW, THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, Fifth Third does hereby cancel and release, fully and completely, Entek from the Agreement, and from the Assignment, so that Fifth Third hereafter shall have no right, title or interest of any kind or nature in and to the Trademarks, nor in the goodwill of the business symbolized by the Trademarks nor the registrations thereof, nor in any and all causes of actions which may exist by reason of infringement thereof, i.e., so that Fifth Third hereafter shall have no right, title or interest of any kind in and to the Collateral.

IN WITNESS WHEREOF, The Fifth Third Bank has caused its corporate name to be hereunto subscribed by William D. Hummel, Vice President, and Daniel J. Curry, Assistant Vice President, this 7th day of April, 2000.

The Fifth Third Bank

By: 

William D. Hummel

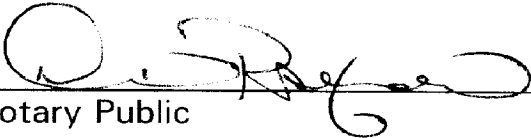
By: 

Daniel J. Curry

State of Ohio)
) SS:
County of Hamilton)

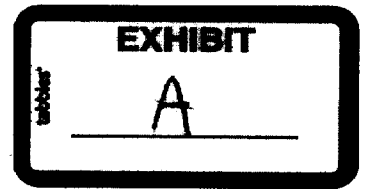
Be it Remembered that on this 7th day of April, 2000, before me, the subscribed Notary Public in and for said County and State, personally appeared William D. Hummel, Vice President, and Daniel J. Curry, Assistant Vice President of The Fifth Third Bank, an Ohio banking corporation, and acknowledged the signing and execution of said instrument to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.



Notary Public

DAVID R. ALEXANDER
Notary Public, State of Ohio
My Commission Expires Oct. 26, 2002



ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, **ENTEK SCIENTIFIC CORPORATION**, an Ohio corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to **THE FIFTH THIRD BANK** (herein referred to as "Assignee"), and has entered into a Security Agreement as Mortgage Trademarks and Patents (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations, and all process thereof, including, without limitation, any and all causes of actions which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as is fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 16th day of July, 1996.

ENTEK SCIENTIFIC CORPORATION

By: Tommy L. Shipley
Name: Tommy L. Shipley
Its: PRESIDENT & CEO

STATE OF OHIO

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}SS

COUNTY OF HAMILTON

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BEFORE ME, a Notary Public, in and for said State, personally appeared Greg S. Shipley
the duly authorized President & CEO of ENTEK SCIENTIFIC CORPORATION, an Ohio
corporation who acknowledged that he did sign the foregoing instrument on behalf of the Borrower and that the same
is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of July,
1996.

Karen A. Wilzbach
Notary Public

KAREN A. WILZBACH
Print Name

My County of Residence HAMILTON

My Commission Expires 12/16/98



KAREN A. WILZBACH
Notary Public, State of Ohio
My Commission Expires Dec. 16, 1998

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ENTEK	August 30, 1993	1,249,657
EMONITOR	October 20, 1992	1,725,224
MINIMONITOR	October 27, 1992	1,727,209
EXAMINE	November 3, 1992	1,729,025
ESSENCE	November 10, 1992	1,730,779
ENTEK and DESIGN	November 17, 1992	1,732,625
EXPRESS	November 24, 1992	1,734,495
EXPLORE	November 24, 1992	1,734,496
ESHAPE	December 1, 1992	1,736,198
MOTOR MONITOR	March 30, 1993	1,762,200
CUBE Design	June 22, 1993	1,777,687