

05-24-2000



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OPR/FINANCE

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 Release of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

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/AKATA

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

05/24/2000 ASCOTT 00000033 1882841

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 300.00 OP

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

TRADEMARK  
REEL: 002077 FRAME: 0352

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,882,841"/>	<input type="text" value="1,753,683"/>	<input type="text" value="1,552,593"/>
<input type="text" value="1,343,933"/>	<input type="text" value="771,858"/>	<input type="text" value="874,431"/>
<input type="text" value="856,430"/>	<input type="text" value="1,134,013"/>	<input type="text" value="1,823,598"/>

**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: #

Bruce Tittel 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.

Name of Person Signing

Signature

Date Signed

*Bruce Tittel*  
BRUCE TITTEL

*Bruce Tittel*

11/24/2000

Release of Security Agreement by  
The Fifth Third Bank to  
IRD Mechanalysis, Inc.

Additional Trademarks:

1,953,099

1,785,342

1,529,404

2,015,170 (formerly Ser. No. 74/717,291)

FULL SATISFACTION AND RELEASE OF  
SECURITY INTEREST AND MORTGAGE

WHEREAS, IRD Mechanalysis, Inc. (hereinafter "IRD"), an Ohio corporation, has in the past been, but no longer is, obligated to The Fifth Third Bank (hereinafter "Fifth Third"), an Ohio corporation, into a Security Agreement ("Agreement"), the Third a security interest in certain trademarks and Trademarks and 1

*OK. When I record these, do I record them against ~~ALL~~ ALL marks & patents listed — or only those in force — or say — same as corrected Sec. Agree*

causes of action which may exist by reason of infringement thereof (hereinafter the "Collateral") for securing the payment, performance and observance of IRD'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 291, and subsequently re-recorded at the PTO on October 15, 1999, at Reel 1976, Frame 982; and

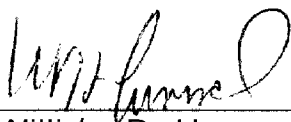
WHEREAS, IRD previously has completed the payment, performance and observance of its Obligations (as defined in the Agreement) to the full and complete

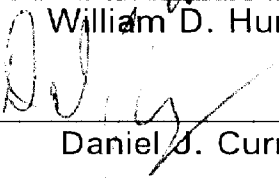
satisfaction of Fifth Third and, therefore, it is the desire of Fifth Third to cancel the Agreement and the Assignment in their entireties, and to release fully and completely IRD therefrom.

NOW, THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, Fifth Third does hereby cancel and release, fully and completely, IRD 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 10 day of April, 2000.

The Fifth Third Bank

By:   
William D. Hummel


By:   
Daniel J. Curry

State of Ohio                    )  
  )   SS:  
County of Hamilton            )

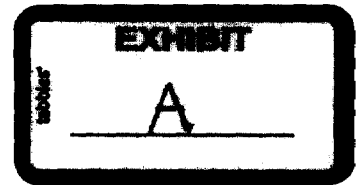
Be it Remembered that on this 10 day of April, 2000, before me, the subscribed Notary Public in and for said County and State, personally appeared William

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, **IRD MECHANALYSIS, INC.**, 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.

**IRD MECHANALYSIS, INC.**

By: Tony L. Shipley  
Name: Tony L. Shipley  
Its: President

Lynda J. Shipley  
Lynda J. Shipley  
Secretary

STATE OF OHIO

}  
}SS  
}

COUNTY OF HAMILTON

BEFORE ME, a Notary Public, in and for said State, personally appeared *Cony Shively*  
the duly authorized President of IRD MECHANALYSIS, INC. 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 17<sup>TH</sup> 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>
AMETHYST	January 16, 1990	1,577,548
DATAPAC	March 7, 1995	1,882,841
FASTTRACK	February 23, 1993	1,753,683
INTELLI-CARD	August 22, 1989	1,552,593
INTELLI-TREND	June 25, 1985	1,343,933
IRD	June 23, 1964	771,858
IRD	August 5, 1969	874,431
MECHANALYSIS	September 10, 1968	856,430
MIRDAC	April 29, 1980	1,134,013
MPULSE	February 22, 1994	1,823,598
PMPOWER	May 18, 1993	1,772,228
TEC SMARTMETER SENTRY & DESIGN	March 6, 1990	1,585,459
IQ2000	January 30, 1996	1,953,099
LASETACH	August 3, 1993	1,785,342
ATAM *Assigned to ATAM Systems, Inc.	March 14, 1989	1,529,404

**TRD Mechanalysis, Inc. Trademark Applications:**

CML	August 18, 1995	74/717,291
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