

06-13-2000

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5-23-00

To the Commissioner of Patents and Trade

101379943

documents or copy thereof.
of receiving party(ies):

1. Name of conveying party(ies):

National City Bank of Pennsylvania

Pyramid Operating Systems, Inc.
639 Keystone Road
Greenville, PA 16125

- Individuals
- General Partnership
- Corporation—State of
- Other: National Banking Association
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Other: Release of Trademark Security Assignment
- Merger
- Change of Name

- Individual(s) citizenship
- General Partnership
- Corporation—State of Delaware
- Other:
- Association
- Limited Partnership

Execution Date: April 24, 2000

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

75/229,639 Pyramid Composites
75/314,218 VEC
75/229,637 Misc Design

2,325,882 Pyramid Operating Systems

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles E. Golla
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 3

7. Total fee (37 CFR 3.41): \$115.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. 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.

Charles E. Golla

Name of Person Signing

Signature

May 19, 2000

Date

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:481
02 FC:482

40.00 DP
75.00 DP

TRADEMARK
REEL: 002086 FRAME: 0171

RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release") is made as of this 24th day of April, 2000 by NATIONAL CITY BANK OF PENNSYLVANIA (the "Bank") in favor of PYRAMID OPERATING SYSTEMS, INC., a Delaware Corp ("the Grantor").

WITNESSETH:

WHEREAS, Pyramid Composites Manufacturing Limited Partnership (the "Borrower") and the Bank are parties to that certain Forbearance and Amendment to Amended Credit Facility Agreement, Amendment to First Amendment to Amended MCIDA Loan Agreement and Amendment to other Loan Agreements, dated as of March 6, 1997, as amended and restated by that certain Second Forbearance and Amendment to Amended Credit Facility Agreement, Second Amendment to First Amendment to the Amended MCIDA Loan Agreement and Second Amendment to Other Loan Agreements, dated as of January 30, 1998, as amended by that certain Amendment No. 1 to Second Forbearance and Amendment to Amended Credit Facility Agreement, Second Amendment to First Amendment to the Amended MCIDA Loan Agreement and Second Amendment to Other Loan Agreements, dated as of September 22, 1998, as amended by that certain Amendment No. 2 to Second Forbearance and Amendment to Amended Credit Facility Agreement, Second Amendment to First Amendment to the Amended MCIDA Loan Agreement and Second Amendment to Other Loan Agreements, dated as of October 30, 1998, as amended by that certain Amendment No. 3 to Second Forbearance and Amendment to Amended Credit Facility Agreement, Second Amendment to First Amendment to the Amended MCIDA Loan Agreement and Second Amendment to Other Loan Agreements, dated as of March 18, 1999, and as further amended by that certain Amendment No. 4 to Second Forbearance and Amendment to Amended Credit Facility Agreement, Second Amendment to First Amendment to the Amended MCIDA Loan Agreement and Second Amendment to Other Loan Agreements, dated as of September 30, 1999, as the same may have been amended, modified or supplemented from time to time (the "Forbearance Agreement"); and

WHEREAS, as conditions to the Forbearance Agreement, the Grantor entered into that certain Assignment for Security - Trademarks, dated as of March 18, 1999, as the foregoing may have been amended, modified or supplemented from time to time (collectively, the "Assignment"), pursuant to which the Grantor granted, assigned and conveyed to the Bank its entire right, title and interest in and to certain Trademarks including without limitation those listed on **Schedule A** to the Assignment (the "Trademarks") in order to secure its

obligations under, *inter alia*, that certain Guaranty and Suretyship Agreement, dated as of March 18, 1999; and

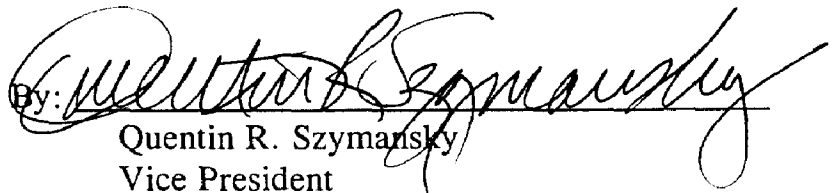
WHEREAS, the Bank has agreed to release all of its interest in any and all trademarks of Grantor including without limitation the Trademarks listed on **Schedule A** attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the satisfaction of all of the obligations of Borrower and Grantor to Bank, and such other good and valuable consideration, the Bank, intending to be legally bound hereby, agrees as follows:

- i. Recitals. The recitals set forth above are incorporated herein by reference.
- ii. Release of Trademark Collateral. The Bank conveys and quitclaims to the Grantor and releases and discharges from the liens and security interest arising under the Assignment, any and all interest of the Bank in and to trademarks of the Grantor including without limitation the Trademarks listed on **Schedule A**.
- iii. Further Assurances. The Bank will execute, acknowledge and deliver, at its own expense, such further acts, deeds, assignments, notices, releases and assurances as Grantor may reasonably request from time to time to better assure, convey, assign, transfer and confirm its release of all of its interest in trademarks of Grantor.

Executed this 24th day of April, 2000.

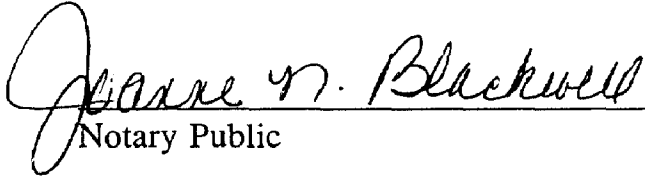
**NATIONAL CITY BANK OF
PENNSYLVANIA**

By: 
Quentin R. Szymarsky
Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 24 day of April, 2000, before me, a Notary Public, personally appeared Quentin R. Szymansky, known to me to (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who acknowledged himself to be a Vice President of National City Bank of Pennsylvania (the "Bank"), and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank thereto by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 7/2/2001

Notarial Seal
Joanne N. Blackwell, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 2, 2001
Member, National Association of Notaries

SCHEDULE A

Released Trademarks

**U.S. TRADEMARKS AND TRADE NAMES OF
PYRAMID OPERATING SYSTEMS, INC.**

Trademark or Trade Name	Application Number	Filed
"VEC"	75/314,218	June 24, 1997
"PYRAMID COMPOSITES"	75/229,639	January 22, 1997
"Pyramid Operating Systems"	75/602,399	December 9, 1998
"Pyramid LOGO"	75/229,637	January 22, 1997

KRLSPGH1: 275489.2

RECORDED: 05/23/2000

**TRADEMARK
REEL: 002086 FRAME: 0175**