

11-08-2000

FORM PTO-1504
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-25-00
Tab settings

101510321

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **The Chase Manhattan Bank, as Administrative Agent**

- Individual(s)
- General Partnership
- Corporation-State
- Other New York banking corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest
- Merger
- Change of Name

Execution Date: July 30, 2000

2. Name and address of receiving party(ies):

Name: REMINGTON ARMS COMPANY, INC.
 Internal Address: _____
 Street Address: 870 Remington Drive, P.O. Box 700
 City: Madison State: NC ZIP: 27025

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) **See Attached Continuation**

B. Trademark Registration No.(s) **See Attached Continuation**

75216649

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 95

7. Total fee (37 CFR 3.41): \$2,390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

Signature

10/23/00
Date

Total number of pages comprising cover sheet: 19

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

11/07/2000 00000131 75216649
11 FC:481
12 FC:482

40.00 OP
2350.00 OP

TRADEMARK
REEL: 002165 FRAME: 0296

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

TITLE	REG. NO.	APP. NO.
GREEN		75/216,649
REMINGTON		75/839,396
REMINGTON		75/410,012
REMINGTON RACING		75/119,777
ACCELERATOR	1,095,914	
BLUE ROCK	292,568	
BRITEBORE	2,041,024	
BRUSHMASTER	735,158	
CBEE2	1,648,789	
COMPACT ALLOY	2,082,805	
COPPER-LOKT	1,631,525	
CORE-LOKT	530,361	
DISINTEGRATOR	2,288,199	
DUPLEX	1,487,521	
EXPRESS	1,629,078	
EXPRESS	2,031,473	
FIELDMASTER	346,422	
FIRE BALL	797,013	
GREEN (DESIGN)	2,146,060	
GREEN (DESIGN)	2,132,273	
GUN CLUB	2,220,937	
INJECT ALLOY	2,121,942	
INJECTALLOY	1,399,828	
JET	736,647	

TITLE	REG. NO.	APP. NO.
KLEANBORE	223,998	
LEAD-LOKT	2,144,859	
MAGNATHIN	2,043,702	
MARINE MAGNUM	2,059,534	
NITRO 27	2,041,087	
NITRO MAG	1,086,881	
PAL	792,515	
PEERLESS	1,870,477	
PETERS	324,506	
PETERS	60,728	
POWER PISTON	799,017	
POWER-LOKT	818,517	
PREMIER	1,908,366	
R	2,061,907	
R	2,211,023	
R-P	1,032,208	
RANGEMASTER	336,055	
RATTLESNAKE	2,296,845	
REM	1,960,454	
REM-LITE	2,312,404	
REM-TECH	2,312,405	
REMCLOTH	2,189,980	
REMINGTON	2,109,608	
REMINGTON	2,053,378	
REMINGTON (WORD)	2,055,890	
REMINGTON (WORD)	1,839,781	
REMINGTON (WORD)	1,843,652	

TITLE	REG. NO.	APP. NO.
REMINGTON (WORD)	1,908,358	
REMINGTON (SCRIPT)	1,027,328	
REMINGTON	1,064,823	
REMINGTON	1,092,498	
REMINGTON (SCRIPT)	187,871	
REMINGTON (WORD)	330,832	
REMINGTON (WORD)	60,248	
REMINGTON (WORD)	745,041	
REMINGTON (WORD)	2,029,536	
REMINGTON (SCRIPT/LOGO)	2,035,984	
REMINGTON (WORD)	2,091,798	
REMINGTON (SCRIPT)	1,969,835	
REMINGTON (WORD)	2,044,872	
REMINGTON (WORD)	2,019,103	
REMINGTON	2,282,454	
REMINGTON (STYLIZED)	2,337,041	
REMINGTON FIELDMASTER	2,104,163	
REMINGTON LAW ENFORCEMENT	2,230,488	
REMINGTON LEADLESS	2,097,962	
REMINGTON (SCRIPT/LOGO)	2,012,463	
REMINGTON SHOOTING SCHOOL	2,158,125	
REMINGTON SPORTSMEN'S LIBRARY	1,776,874	
REMINGTON TARGETMASTER	2,109,794	
REMSULATION	2,181,544	
SENDERO	1,911,270	

TITLE	REG. NO.	APP. NO.
SHUR SHOT	514,027	
SLUGGER	1,290,918	
SPEEDMASTER	336,054	
SPORTSMAN	279,904	
STREN	678,371	
STREN	2,042,660	
STREN FISH DESIGN	2,046,114	
STREN SENSOR	2,185,143	
STS	2,047,639	
TARGETMASTER	364,490	
THUNDERBOLT	1,133,079	
U	49,500	
UMC	49,616	
UMC	1,907,281	
VICTOR	601,805	
VIPER	1,786,679	
WINGMASTER	541,094	
WONDERLUBE	2,116,564	
YELLOW JACKET	1,177,128	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

TERMINATION AND RELEASE dated as of July 30, 2000, from The Chase Manhattan Bank as Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Administrative Agent"), to Remington Arms Company, Inc. (the "Grantor"), a Delaware corporation with its principal place of business located at 870 Remington Drive, P.O. Box 700, Madison, North Carolina 27025.

WITNESSETH:

WHEREAS, pursuant to the Borrower Patent and Trademark Security Agreement, dated as of April 28, 2000, made by the Grantor in favor of the Administrative Agent (the "Agreement"), a security interest was granted by the Grantor to the Administrative Agent in certain Patent Collateral and Trademark Collateral (as hereinafter defined); and

WHEREAS, the Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on 7/24/2000, at Reel 2120 and Frames 0285, and in the Patent Division of the United States Patent & Trademark Office on 7/24/2000, at Reel 10969 and Frames 0475; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Patent Collateral and the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral and the Trademark Collateral pursuant to the Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in:

(a) those United States written license agreements set forth on Schedule I attached hereto and made a part hereof; and

(b) all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and application for trademark or service mark registrations, and any renewals thereof, including without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto in the

United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks").

2. Patent Collateral: The term "Patent Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in:

(a) all United States written license agreements with any unaffiliated Person in connection with any of the Patents or such other Person's patents, whether the Grantor is a licensor or a licensee under any such license Agreement, including without limitation the license agreements listed on Schedule II attached hereto and made a part hereof; and

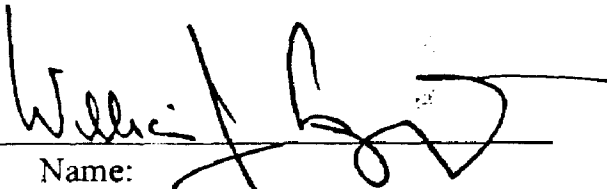
(b) all United States patents, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in Schedule II attached hereto and made a part hereof, including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents").

3. Release of Security Interest: The Administrative Agent, hereby terminates, releases and discharges its Security Interest solely with respect to the Patent Collateral and the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Patent Collateral and Trademark Collateral shall hereby cease and become void. The Security Agreement shall remain in full force and effect with respect to any other property of the Grantor not included within the Patent Collateral or the Trademark Collateral as of the date hereof and any Patent Collateral or Trademark Collateral acquired by the Grantor after the date hereof.

4. Further Assurances: The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: 
Name: _____
Title: William J. Caggiano
Managing Director

STATE OF New York)
COUNTY OF New York)

ss.:

On this 28th day of June, 2000, before me personally appeared

William J. Aggion to me known who, being by me duly sworn, did depose and say that he is Managing Director of The Chase Manhattan Bank, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The Chase Manhattan Bank.

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2002

Ruby V. Tulloch
Notary Public

(Affix Seal Below)

TRADEMARKS AND TRADEMARK LICENSESTrademark Registrations

<u>Trademark</u>	<u>Registration Date/(Filing Date)</u>		<u>Renewal</u>	<u>Current Registration No (Application No.)</u>
ACCELERATOR	7/11/78	(5/05/77)	7/11/08	1,095,914
BLUE ROCK	3/15/32	(11/21/31)	3/15/02	292,568
BRITEBORE	2/25/97	(9/29/94)	2/25/07	2,041,024
BRUSHMASTER	7/31/62	(5/05/61)	7/31/02	735,158
CBEE22	6/25/91	(7/10/90)	6/25/01	1,648,789
COMPACT ALLOY	7/29/97	(4/03/95)	7/29/07	2,082,805
COPPER-LOKT	1/15/91	(3/29/90)	1/15/01	1,631,525
CORE-LOKT	9/5/50	(6/25/49)	9/05/00	530,361
DISINTEGRATOR	10/19/99	(11/05/97)	10/19/09	2,288,199
DUPLEX	5/10/88	(10/19/87)	5/10/08	1,487,521
EXPRESS	12/25/90	(3/29/90)	12/25/00	1,629,078
EXPRESS	1/21/97	(2/24/95)	1/21/07	2,031,473
FIELDMASTER	5/25/37	(1/12/37)	5/25/07	346,422
FIRE BALL	10/05/65	(12/30/64)	10/05/05	797,013
GREEN		(12/20/96)		(75/216,649)
GREEN (DESIGN)	3/24/98	(12/19/96)	3/24/08	2,146,060
GREEN (DESIGN)	1/27/98	(12/20/96)	1/27/08	2,132,273
GUN CLUB	1/26/99	(5/02/97)	1/26/09	2,220,937
INJECT ALLOY	12/16/97	(11/23/93)	12/16/07	2,121,942
INJECTALLOY	7/01/86	(3/07/85)	7/01/06	1,399,828
JET	8/28/62	(9/13/61)	8/28/02	736,647

Trademark	Registration Date/(Filing Date)		Renewal	Current Registration No (Application No.)
KLEANBORE	2/15/27	(10/19/26)	2/15/07	223,998
LEAD-LOKT	3/17/98	(10/31/94)	3/17/08	2,144,859
MAGNATHIN	3/11/97	(5/03/96)	3/11/07	2,043,702
MARINE MAGNUM	5/06/97	(12/11/91)	5/06/07	2,059,534
NITRO 27	2/25/97	(11/25/94)	2/25/07	2,041,087
NITRO MAG	3/07/78	(8/29/77)	3/07/08	1,086,881
PAL	7/13/65	(7/01/63)	11/04/05	792,515
PEERLESS	12/27/94	(8/07/92)	12/27/04	1,870,477
PETERS	5/21/35	(2/16/35)	5/21/05	324,506
PETERS	2/19/07	(11/02/05)	2/19/07	60,728
POWER PISTON	11/23/65	(12/24/64)	11/23/05	799,017
POWER-LOKT	11/15/66	(8/25/65)	11/15/06	818,517
PREMIER	8/01/95	(6/29/94)	8/01/05	1,908,366
R	5/13/97	(1/01/95)	5/13/07	2,061,907
R	12/15/98	(11/10/97)	12/15/08	2,211,023
R-P	2/03/76	(11/11/74)	2/03/06	1,032,208
RANGEMASTER	6/23/36	(2/29/36)	6/23/06	336,055
RATTLESNAKE	11/30/99	(2/12/98)	11/30/09	2,296,845
REM	3/05/96	(5/11/96)	3/05/06	1,960,454
REM-LITE	1/25/00	(1/07/98)	1/25/10	2,312,404
REM-TECH	1/25/00	(1/07/98)	1/25/10	2,312,405
REMCLOTH	9/15/98	(4/22/97)	9/15/08	2,189,980
REMINGTON	10/28/97	(9/20/95)	10/28/07	2,109,608
REMINGTON (WORD)	8/04/81	(7/24/78)	8/08/01	1,163,803
REMINGTON	9/05/95	(10/28/93)	9/05/05	1,915,998
REMINGTON		(11/04/99)		(75/839,396)

Trademark	Registration Date/(Filing Date)	Renewal	Current Registration No (Application No.)
REMINGTON	(12/23/97)		(75/410,012)
REMINGTON	4/15/97 (5/25/95)	4/15/07	2,053,378
REMINGTON (WORD)	4/22/97 (12/05/94)	4/22/07	2,055,890
REMINGTON (WORD)	6/14/94 (11/01/91)	6/14/04	1,839,781
REMINGTON (WORD)	7/05/94 (11/01/91)	7/05/04	1,843,652
REMINGTON (WORD)	8/01/95 (10/28/93)	8/01/05	1,908,358
REMINGTON (SCRIPT)	12/16/75 (11/07/74)	12/16/05	1,027,328
REMINGTON	5/03/77 (3/29/76)	5/03/07	1,064,823
REMINGTON	5/30/78 (9/20/76)	5/30/08	1,092,498
REMINGTON (SCRIPT)	8/12/24 (2/21/24)	8/12/04	187,871
REMINGTON (WORD)	12/17/35 (9/27/34)	12/17/05	330,832
REMINGTON (WORD)	1/29/07 (10/03/06)	1/29/07	60,248
REMINGTON (WORD)	2/12/63 (2/06/61)	2/12/03	745,041
REMINGTON (WORD)	1/14/97 (1/27/95)	1/14/07	2,029,536
REMINGTON (SCRIPT/ LOGO)	2/04/97 (9/29/94)	2/04/07	2,035,984
REMINGTON (WORD)	8/26/97 (5/19/95)	8/26/07	2,091,798
REMINGTON (SCRIPT)	4/23/96 (4/20/95)	4/23/06	1,969,835
REMINGTON (WORD)	3/11/97 (6/19/95)	3/11/07	2,044,872
REMINGTON (WORD)	11/26/96 (10/23/95)	11/26/06	2,019,103
REMINGTON	10/05/99 (4/28/97)	10/05/09	2,282,454
REMINGTON (STYLIZED)	(7/03/97)		(75/319,494)
REMINGTON FIELDMASTER	10/07/97 (3/07/96)	10/07/07	2104163
REMINGTON LAW ENFORCEMENT	3/09/99 (12/23/97)	3/09/09	2230488
REMINGTON LEADLESS	9/16/97 (10/06/94)	9/16/07	2,097,962

Trademark	Registration Date/(Filing Date)		Renewal	Current Registration No (Application No.)
REMINGTON (SCRIPT/ LOGO)	10/29/96	(9/29/94)	10/29/06	2,012,463
REMINGTON SHOOTING SCHOOL	5/19/98	(7/01/96)	5/19/08	2,158,125
REMINGTON SPORTSMEN'S LIBRARY	6/15/93	(9/11/92)	6/15/03	1,776,874
REMINGTON TARGETMASTER	10/28/97	(3/07/96)	10/28/07	2,109,794
REMSULATION	8/11/98	(4/22/97)	8/11/08	2181544
SENDERO	8/15/93	(6/29/94)	8/15/05	1,911,270
SHUR SHOT	8/23/49	(9/10/47)	9/26/09	514,027
SLUGGER	8/21/84	(7/19/82)	8/21/04	1,290,918
SPEEDMASTER	6/23/36	(2/29/36)	6/23/06	336,054
SPORTSMAN	2/03/31	(10/13/30)	2/03/01	279,904
STREN	5/12/59	(7/17/58)	5/12/09	678,371
STREN	3/11/97	(1/27/95)	3/11/07	2,042,660
STREN FISH DESIGN	3/18/97	(5/20/96)	3/18/07	2,046,114
STREN SENSOR	8/25/98	(6/09/97)	8/25/08	2185143
STS	3/25/97	(4/10/96)	3/25/07	2,047,639
TACOT	2/04/64	(4/04/63)	2/04/04	764,145
TARGETMASTER	1/31/39	(9/29/38)	1/31/09	364,490
THUNDERBOLT	4/14/80	(1/24/78)	4/15/00	1,133,079
U	2/06/06	(7/26/05)	2/06/06	49,500
UMC	2/13/06	(7/26/05)	2/13/06	49,616
UMC	7/25/95	(6/29/94)	7/25/05	1,907,281
VICTOR	2/08/55	(4/27/54)	2/08/05	601,805
VIPER	8/10/93	(1/15/92)	8/10/03	1,786,679
WINGMASTER	4/17/51	(10/15/49)	4/17/01	541,094

<u>Trademark</u>	<u>Registration Date/(Filing Date)</u>		<u>Renewal</u>	<u>Current Registration No (Application No.)</u>
WONDERLUBE	11/25/97	(1/13/95)	11/25/07	2,116,564
YELLOW JACKET	11/10/81	(5/07/79)	11/10/01	1,177,128
REMINGTON RACING		(6/17/96)		(75/119,777)

Trademark Licenses where Borrower is Licensor

Brunswick Corporation (Apparel), dated December 5, 1997
Brunswick Corporation (Camping), dated December 5, 1997
Ellett Brothers, Inc., dated November 10, 1997
Faber Brothers, Inc., dated July 28, 1998
Fine Art Creations, Inc., dated March 7, 2000
Firestorm Productions, dated September 11, 1996
Golden State International, dated January 4, 1995
Head Games Publishing, dated April 27, 1998
Hull Cartridge Company, Ltd., dated August 1, 1995
Jess Briley Manufacturing Co., Inc., dated August 19, 1998
MEI, Inc., dated June 24, 1996
NOF Corporation, dated April 1, 1996
North American Footwear, Inc., dated February 19, 1999
Olympic Optical Co., dated November 1, 1994
Papyrus Design Group, Inc., dated May 19, 1997
Polaris Industries, Inc., dated January 20, 1998
Silencio Safety Direct, dated January 13, 2000
Smokey Mountain Knife Works, dated February 10, 1993
United States Playing Cards Company, dated July 16, 1998
USL Products, Inc., dated October 17, 1997

PATENTS AND PATENT LICENSESPatents

**REMINGTON ARMS COMPANY
PATENT PROPERTY**

TITLE & INVENTOR(S)	PATENT/ SERIAL NO.	ISSUE/ FILING DATE
Firing Pin Block for Firearm with a Rotary Breech Bolt <i>Carter, M.F.; Eddy, A.R.; Kast, J.L.</i>	4,389,919 374,156	06/28/83 05/03/82
Dry Offset Printer for Cylindrical Objects <i>Albin, S.R.</i>	4,384,518 06/212,012	05/24/83 12/01/80
Magazine Spring Retainer and Cap Detent System <i>Kast, J.L.; Young, E.J.</i>	4,310,982 06/124,799	01/19/82 02/26/80
Percussion Firing Mechanism for Industrial Guns <i>Palmer, J.R.; Rowlands, K.C.</i>	4,341,031 06/163,306	07/27/82 06/26/80
Firing Pin Retractor Mechanism for Electrically-Fired Guns <i>Palmer, J. R.</i>	4,368,590 06/163,309	01/18/83 06/26/80
Magazine Floor Plate Latch for Bolt Action Rifles <i>Blumer, K.; Bullis, D.E.</i>	4,450,641 06/440,877	05/29/84 11/12/82
Recoil-Operated Firing Pin Retractor for Electrically-Fired Guns <i>Rowlands, K.C.</i>	4,329,908 06/163,308	05/18/82 06/26/80
Bolt Latch For Bolt-Action Firearm <i>Martin, F.E.</i>	4,445,292 06/511,449	05/01/84 07/07/83
Firearm Having Disconnecter and Dual Sears <i>Findlay, D., Sr.; Findlay, D. S.; Smith F.H.</i>	5,373,775 07/868,943	12/20/94 04/16/92
Firearm With Multiple Sears <i>Findlay, D. Sr.; Findlay, D.S.; Smith, F.H.</i>	5,448,939 08/275,260	09/12/95 07/15/94
Firearm Magazine Box Alignment <i>Findlay, D. S.; Rowlands, K.C.</i>	5,442,874 08/308,363	08/22/95 09/19/94
Ammunition System Comprising Slug Holding Sabot and Slug Type Shot Shell <i>Scarlata, V.F.</i>	5,339,743 08/088,939	08/23/94 07/12/93
Jacketed Hollow Point Bullet and Method of Making Same <i>Schluckebier, D.K.; Jakoncuk, J.W.</i>	5,357,866 08/109,552	10/25/94 08/20/93
Firearm Ejector System <i>Rowlands, K.C.; Bauman, T.G.</i>	5,459,956 08/175,804	10/24/95 12/30/93
Firearm Top Lever Adjusting System <i>Rowlands, K.C.; Bauman, T.G.</i>	5,469,649 08/175,852	11/28/95 12/30/93
Firearm Automatic Safety System <i>Rowlands, K.C.; Bauman, T.G.</i>	5,467,549 08/175,831	11/21/95 12/30/93

Firearm Bolt Lock Mechanism <i>Findlay, D.S.; Martin, F.E.; Ronkainen, J.W.</i>	5,551,180 08/399,795	09/03/96 03/07/95
Detachable Ammunition Magazine <i>Ronkainen, J.W.</i>	5,664,355 08/579,100	09/09/97 12/27/95
Trigger Assembly <i>Keeney, M.D.</i>	5,718,074 08/777,262	02/17/98 12/31/96
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