

01-10-2001

FORM PTO-1594  
1-31-92

12/26/00



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Pat.

101577487

ginal documents or copy thereof.

1. Name of conveying party(ies):

**Coast Business Credit**

- Individual(s)
- General Partnership
- Corporation-State-California
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Security Release
- Merger
- Change of Name

Execution Date: **September 10, 2000**

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

Name: **Fearing Manufacturing Co., Inc.**

Internal Address: \_\_\_\_\_

Street Address: **490 Villaume Ave.**

City: **South St. Paul** State: **MN** ZIP: **55075**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Minnesota**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations 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)

26

Additional numbers attached?  Yes  No

B. Trademark registration No.(s)

1,913,470

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

Name: **Michael C. Cesarano, Esq.**

Internal Address: **Akerman, Senterfitt & Eidson, P.A.**

Street Address: **One S.E. Third Avenue, 27th Floor**

City: **Miami** State: **FL** Zip: **33131**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) **\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**500951**

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

DO NOT USE THIS SPACE

*E*

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.*

**Michael C. Cesarano, Esq.**

Name of Person Signing

*Michael C. Cesarano Dec 21, 2000*

Signature

Date

1

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (ext. 4/94)

Do not detach this portion

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

**Commissioner of 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.

01/10/2001 MTHA11 00000064 500951 1913470

01 FC:481 40.00 CH

## RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST ("Release") is dated and effective as of 7/10/, 2000, and is made by COAST-BUSINESS CREDIT, a California corporation and a division of Southern Pacific Thrift & Loan Association, a California corporation, with an office at 12121 Wilshire Boulevard, Suite 1111, Los Angeles, California 90025 ("Coast"), in favor of FEARING MANUFACTURING CO., INC., a Minnesota corporation with an office at 490 Villaume Avenue, South St. Paul, Minnesota 55075 ("Fearing").

### WITNESSETH:

WHEREAS, on June 25, 1997, pursuant to a document entitled "Trademark Security Agreement" (the "Security Agreement"), Fearing granted Coast a lien on and security interest in and to certain trademarks, service marks, trade names, and trademark registrations and applications, including without limitation the trademark identified in Exhibit "A" attached hereto (the "Trademark"); and

WHEREAS, the Security Agreement was recorded on July 14, 1997 at Reel 1604, - Frame 0875 in the Trademark Assignment Branch of the U.S. Patent and Trademark Office; and

WHEREAS, Coast has now agreed to release its lien on and security interest under the Agreement,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Coast hereby fully, permanently and irrevocably releases, waives, discharges and relinquishes any and all liens, encumbrances, mortgages and security interests, of any kind or nature whatsoever, which it may hold, own or possess, pursuant to the Security Agreement, including without limitation such liens, encumbrances, mortgages and security interests with respect to or in or to any and all trademarks, service marks, trade names, and trademark and service mark registrations and applications owned, held or used by Fearing, specifically including without limitation the Trademark.

Coast represents and warrants that (i) it has not assigned, transferred, conveyed, sold or bequeathed to any third party the Security Agreement, Coast's interest therein, or any other right or interest which Coast holds in any intellectual property right, asset or property of Fearing; (ii) it has not pledged, encumbered, mortgaged or hypothecated any intellectual property right, asset or property of Fearing other than through the Security Agreement; (iii) its execution and delivery of this Release, together with its execution and delivery of any appropriate documents pursuant to the Uniform Commercial Code, shall be sufficient to fully release, waive, discharge and relinquish the security interest created by the Security Agreement; (iv) Coast has the full right, power and authority to execute and deliver this Release, and to release the security interest created by the Security Agreement; and (v) the individual executing this Release on behalf of Coast has the full right, power and authority to do so and to bind Coast thereby.

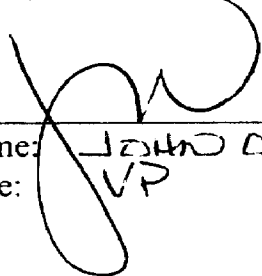
Coast agrees to perform all acts and to execute and deliver all further agreements, certificates, instruments and documents as Fearing may reasonably request in order to carry out, effectuate, fulfill and accomplish the purposes and objectives of this Release and to effect its proper recordation. Coast hereby appoints Fearing as its lawful attorney-in-fact to perform such acts, and to execute and deliver such agreements, certificates, instruments and documents, by, on behalf of, and in the name of Coast, should Coast fail or refuse to do so, for any reason or for no reason. Such appointment is irrevocable and coupled with an interest.

The foregoing is binding upon Coast, its successors, assigns, and any entity which owns or controls or which is owned or controlled by Coast. The foregoing inures to the benefit of Fearing, its successors, assigns, and any entity which owns or controls or which is owned or controlled by Fearing.

WITNESS, the execution hereof as of the day and year above first written.

COAST BUSINESS CREDIT

By:

  
Name: JOHN D. NOCITA  
Title: VP

State of CALIFORNIA)

County of LOS ANGELES

On this 13 day of SEPTEMBER, 2000, before me personally appeared JOHN D. NOCITA, to me known, and known to me, to be the individual described in and who executed the foregoing instrument (or proved to me to have done so on the basis of satisfactory evidence) on behalf of the foregoing corporation by duly authorized act of such corporation, and he/she duly acknowledged to me that he/she executed the same for the purpose therein set forth, and with full power and authority to do so.

Witness my hand and official seal:



  
Notary Public

My commission expires: SEPTEMBER 26, 2002

By: James P. Santelli  
Name: James P. Santelli  
Title: Chief Financial Officer

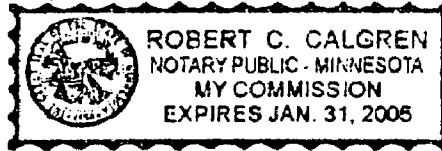
State of MINNESOTA  
County of DAKOTA

On this 20<sup>th</sup> day of SEPTEMBER, 2000, before me personally appeared JAMES SANTELLI, to me known, and known to me, to be the individual described in and who executed the foregoing instrument (or proved to me to have done so on the basis of satisfactory evidence) on behalf of the foregoing corporation by duly authorized act of such corporation, and he/she duly acknowledged to me that he/she executed the same for the purpose - therein set forth, and with full power and authority to do so.

Witness my hand and official seal:

Robert C. Calgren  
Notary Public

My commission expires: 1/31/2005



**EXHIBIT A**

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>REG. DATE</b>
<i>1,913,470</i>	PROBAC	<i>August 22, 1995</i>