

04-17-2001



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DATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4.7.01

To Honorable Commissioner of Patents and Trademarks:

Office of Public Records,
Crystal Gateway 4, Room 335,
Washington, D.C. 20231

Please record the attached original document(s) or copy thereof.

1. Name of Conveying Party(ies):

Edmund O. Schweitzer III
Mary S. Schweitzer

- Individual
- Security Agreement
- Corporation-State *
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? [*]yes
[x]no

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

Name : Schweitzer Engineering
Laboratories, Inc.

Internal Address : *

Street Address : 2350 NE Hopkins Court

City/State/Zip : Pullman, WA 99163

- Individual
- Security Agreement
- Corporation-State Washington
- Other
- Association
- Limited Partnership

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

Additional names addresses attached [*]yes [x]no

3. Nature of conveyance:

- [*] Assignment
- [] Security Agreement
- [x] Other: Release of Security Interest
- [] Merger
- [] Change of Name

Execution Date: Feb. 16, 2001

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A of attached copy of
Security Interest Agreement

* 1538996

Additional numbers attached? [*] Yes [x]No

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

Clark A. Puntigam
JENSEN & PUNTIGAM
1020 United Airlines Bldg
2033 Sixth Avenue
Seattle, WA 98121-2584

6. Total number of applications
and trademarks involved: [4]

7. Total fee (37 CFR 3.41) \$115.00

[x] Enclosed

[*] Authorized to be charged to deposit account

8. Deposit Account number: 07-1900

(Attach 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.

Clark A. Puntigam
Name of Person signing

Clark A. Puntigam
Signature

March 26, 2001
Date

Total number of pages comprising cover sheet: [1]

04/16/2001 TDIAZ1 00000168 1538996

01 FC:481 40.00 DP
02 FC:482 75.00 DP

SCHEDULE A

United States Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SCHWEITZER ENGINEERING LABORATORIES	1,538,996	May 16, 1989
SEL and Design	1,525,339	February 21, 1989
SEL-PROFILE	1,577,576	January 16, 1990
SEL	1,536,181	April 25, 1989

State Trademark Registrations

<u>Trademark</u>	<u>State</u>	<u>Registration No.</u>
SEL	Washington	17,973
SCHWEITZER ENGINEERING LABORATORIES	Washington	17,768

Foreign Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEL and Design	France	92/401477	January 16, 1992

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RECORDED
PATENT AND TRADEMARK
OFFICE

RELEASE OF SECURITY INTEREST

The undersigned, **Edmund O. Schweitzer III** and **Mary S. Schweitzer**, husband and wife ("Assignees"), are secured parties under that certain Collateral Assignment of Patents (Security Agreement) (the "Patent Security Agreement") dated as of September 1, 1994, filed by the Patent and Trademark Office at Reel 7232, Frames 166 through 173, and that certain Collateral Assignment of Trademarks (Security Agreement) (the "Trademark Security Agreement") dated as of September 1, 1994, filed by the Patent and Trademark Office at Reel 1237, Frames 401 through 407, in and by which **Schweitzer Engineering Laboratories, Inc.**, a Washington corporation, (the "Assignor") granted Assignees a security interest in the Assignor's Patents, Future Patents, Trademarks, Future Trademarks, and rights and proceeds flowing therefrom (the "Collateral").

Acknowledging that the debt thus secured has been fully satisfied, Assignees hereby **RELEASE** and terminate their Security Interest in the Collateral, specifically including but not limited to their Security Interest in the Collateral identified on Schedule A to the Patent Security Agreement and Schedule A to the Trademark Security Agreement, copies of which are attached to this Release.

Dated this 16th day of February, 2001.

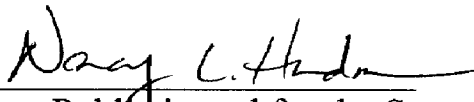

Edmund O. Schweitzer III


Mary S. Schweitzer

STATE OF WASHINGTON)
County of Whitman)

On this 16th day of February, 2001, personally appeared before me Edmund O. Schweitzer III and Mary S. Schweitzer, husband and wife, who acknowledged that they executed the foregoing instrument as their voluntary act and deed for the purposes therein set forth.




Notary Public in and for the State
of Washington,
Residing in Pullman
My Commission expires: August 9, 2004

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**Collateral Assignment of Trademarks
(Security Agreement)**

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT)
dated as of September 1, 1994, between SCHWEITZER ENGINEERING LABORATORIES, INC., a Washington corporation ("Assignor"), and Edmund O. Schweitzer III and Mary S. Schweitzer (collectively, the "Assignees").

WITNESSETH:

WHEREAS, in connection with a Loan Agreement between Assignees and Assignor dated as of September 1, 1994, (the "Loan Agreement"), Assignees have made and may in the future make certain loans, advances, and extensions of credit to Assignor, subject to the terms and provisions of the Loan Agreement; and

WHEREAS, Assignor owns all right, title, and interest in and to all the trademarks and trademark registrations, and the trademark applications and trade names, set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, in order to secure Assignor's obligations to Assignees under the Loan Agreement (the "Obligations"), Assignor wishes to grant to Assignees, and Assignees wish to accept, a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks as further set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Assignees to make loans and advances to Assignor, Assignor hereby assigns, sells, transfers, and conveys to Assignees and grants to Assignees a security interest in:

- (a) the Trademarks;
- (b) all trade names, trademarks, and trademark registrations hereafter adopted or acquired and used, including but not limited to those that are based on or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (c) all extensions, renewals, and continuations of the Trademarks and Future Trademarks;
- (d) all of Assignor's rights to sue for past, present, and future infringements of the Trademarks and Future Trademarks;

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(e) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(f) all licenses and other agreements, and all fees, rents, royalties, proceeds, or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(g) all goodwill of Assignor's business connected with, symbolized by, or in any way related to the items set forth in clauses (a) through (f) above.

All of the foregoing items set forth in clauses (a) through (g) are hereinafter referred to collectively as the "Collateral."

AND Assignor hereby covenants with Assignees as follows:

1. **Assignor's Obligations.** Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignees relating to the Collateral, nor shall Assignees be required to perform any covenant, duty, or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such license or agreement.

2. **Representations and Warranties.** Assignor represents and warrants to Assignees that: (a) Assignor is the registered owner of, and no adverse claims have been made with respect to its title to, the Collateral; (b) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance, or license (by Assignor as licensor), except Assignees' security interest; and (c) when this Assignment is filed in the United States Patent and Trademark Office and the Assignees have taken any other actions contemplated by the Loan Agreement, this Assignment will create a legal and valid perfected and continuing lien on and security interest in the Collateral, in favor of Assignees, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. **Covenants.** Assignor will maintain the Collateral which it is using to conduct the business of Assignor and will defend such Collateral against the claims of all persons. In connection with the license granted to Assignor pursuant to Section 4 hereof, Assignor will maintain the same standards of quality for the goods and services in connection with which the Trademarks are used as Assignor maintained for such goods and services prior to first entering into this Assignment. Assignees shall have the right to enter upon Assignor's premises at all reasonable times to monitor such quality standards. If, before the Obligations have been satisfied in full, Assignor should obtain rights to or be licensed to use any new trademark, or become

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entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto.

4. **Use Prior to Default.** Prior to Assignees' exercise of its rights and remedies upon an Event of Default under, and as defined in, the Loan Agreement (an "Event of Default"), Assignor shall have the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement and this Assignment.

5. **Remedies Upon Default.** Whenever any Event of Default shall have occurred and be continuing, Assignor's rights pursuant to Section 4 hereof shall terminate and be null and void and Assignees shall have all the rights and remedies granted to them in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignees in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignees as its attorneys-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Assignor may sell merchandise bearing the Trademarks and Future Trademarks, and otherwise make use thereof in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Assignees of an intended sale or other disposition of the Collateral. The preceding sentence shall not limit any right or remedy granted to Assignees with respect to Assignor's inventory under any other agreement now or hereinafter in effect.

6. **Cumulative Remedies.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

7. **Amendments and Waivers.** This Assignment may not be modified, supplemented, or amended, or any of its provisions waived except by a writing signed by Assignor and Assignees. Assignor hereby authorizes Assignees to modify this Assignment by amending Schedule A hereto to include any Future Trademarks or additional licenses.

8. **Waiver of Rights.** No course of dealing between the parties to this Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by a party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of

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such party or any other party. No waiver by Assignees of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. **Assignment.** The provisions of this Assignment shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Assignor without the prior written consent of Assignees; and, provided further, that Assignees may each assign his or her rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. **Future Acts.** Until the Obligations shall have been paid in full, Assignor shall have the duty, through counsel reasonably acceptable to Assignees, to prosecute any applications for Trademarks and Future Trademarks pending as of the date of this Agreement or thereafter; to make applications on trademarks unregistered but registrable in any location where Assignor does business; and otherwise to preserve and maintain all rights in those Trademarks and Future Trademarks that it is using to conduct the business of Assignor; all subject, however, to the prudent business judgment of Assignor. Any expenses incurred in connection with such applications shall be borne by Assignor.

11. **Enforcement.** Assignees and Assignor shall each have the right but in no way be obligated to bring suit in their/its own name to enforce the Trademarks and Future Trademarks and any license thereunder. In the event of a possible infringement of the Trademarks or Future Trademarks or the breach of any license thereunder, Assignees and Assignor shall consult concerning the matter and shall thereafter cooperate in good faith relative to bringing, and thereafter managing, any such suit. Assignor and Assignees shall each do any and all lawful acts and execute any and all proper documents required in the aid of such enforcement. The cost of such enforcement shall be borne between the parties as they may agree.

12. **Re-Assignment.** At such time as Assignor shall completely satisfy all of the Obligations, Assignees will execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to release the security interest granted hereunder and to re-vest Assignor with full title to the Collateral, subject to any dispositions thereof that may have been made by Assignees pursuant hereto.

13. **Severability.** If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. **Notices.** All notice, requests, and demands to or on Assignor or Assignees under this Assignment shall be give in the manner prescribed by the Loan Agreement.

15. **Governing Law.** This Assignment shall be governed by, construed, applied, and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have entered into this Assignment on the date first above written.

SCHWEITZER ENGINEERING
LABORATORIES, INC.

By: *Nancy L. Hindman*
Name: Nancy L. Hindman
Title: Secretary

Edmund O. Schweitzer III
EDMUND O. SCHWEITZER III

Mary S. Schweitzer
MARY S. SCHWEITZER

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STATE OF ILLINOIS)
: ss.
County of Cook)

On this first day of September, 1994, personally appeared before me, NANCY L. HINDMAN, who stated that she is the Secretary of Schweitzer Engineering Laboratories, Inc., a corporation organized under the laws of the State of Washington, and acknowledged that she executed the foregoing instrument as the act and deed of Schweitzer Engineering Laboratories, Inc., for the purposes therein set forth.



Darlene Cunliffe
Print name also Darlene Cunliffe
Notary Public, in and for the State
of Illinois, residing in East
My Commission Expires: 6/13/98

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STATE OF WASHINGTON)
: ss.
County of Whitman)

On this first day of September, 1994, personally appeared before me, EDMUND O. SCHWEITZER, III, who acknowledged that he executed the foregoing instrument as his own act and deed for the purposes therein set forth.

Nancy L. Hindman
Print name also Nancy L. Hindman
Notary Public, in and for the State
of Washington, residing in Pullman.
My Commission Expires: 8/9/96

STATE OF WASHINGTON)
: ss.
County of Whitman)

On this first day of September, 1994, personally appeared before me, MARY S. SCHWEITZER, who acknowledged that she executed the foregoing instrument as her own act and deed for the purposes therein set forth.

Nancy L. Hindman
Print name also Nancy L. Hindman
Notary Public, in and for the State
of Washington, residing in Pullman.
My Commission Expires: 8/9/96