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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-159
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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

1. Name of conveying party(ies):
Fleet Bank, National Association
263 Tresser Boulevard
Stamford, CT 06901
b-1-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Insured Commercial Bank, National

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

2. Name and address of receiving party(ies)
Name: Ithaca Peripherals Incorporated
Internal
Address: _____
Street Address: 767 Warren Road
City: Ithaca State: NY Zip: 14850

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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: May 25, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,355,079

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Barbara Villandry
Internal Address: _____
Street Address: Shipman & Goodwin LLP
One American Row
City: Hartford State: CT Zip: 06103-2819

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: _____
(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.

Thomas P. Elynn Thomas P. Elynn May 25, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

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

RELEASE AND REASSIGNMENT

This **RELEASE AND REASSIGNMENT** is made this 25 day of May, 2001 by Fleet Bank, National Association.

WITNESSETH:

WHEREAS, Fleet Bank, National Association ("Lender") extended certain financial accommodations to Ithaca Peripherals Incorporated, a Delaware corporation ("Borrower"), and also to Tridex Corporation, a Connecticut corporation, and Magnetec Corporation, a Connecticut corporation. As security for Borrower's obligations to Lender, Borrower granted to Lender a security interest in and to the Trademarks and Patents, as each is defined below; and

WHEREAS, instruments evidencing such security interest were recorded in the United States Patent and Trademark Office on June 24, 1994, and

WHEREAS, the financial accommodations have been fully satisfied and, therefore, Borrower has requested that Fleet Bank, National Association release its security interest in the Trademarks and Patents and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Fleet Bank, National Association hereby releases its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Trademarks");

(b) patents, patent registrations, and patent applications, including, without limitation, the patents listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions hereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto,

including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents, patent registrations, and patent applications together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Patents");

(c) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

2. Fleet Bank, National Association hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Fleet Bank, National Association, all of Fleet Bank, National Association's rights, title and interest, in and to the Trademarks and Patents.

IN WITNESS WHEREOF, Fleet Bank, National Association has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

FLEET BANK, NATIONAL ASSOCIATION

By:



Its:

Vice President

Schedule A

TRADEMARKS AND PATENTS

1. Trademarks Registered by the U.S. Patent and Trademark Office

Trademark	Date of Registration	Registration Number
PCOS	8/20/85	1,355,079

2. Patents Registered by the U.S. Patent and Trademark Office

Patent Title	Date of Application	Registration Number
ROTARY CUTTER	10/6/1989	5,000,069