



Tab settings ⇄⇄⇄

101802910

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

1. Name of conveying party(ies):

Edax, Inc.

07/30/01

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

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

3. Nature of conveyance:

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

Execution Date: June 22, 2000

2. Name and address of receiving party(ies)

Name: Morgan Grenfell & Co. Limited

Internal Address:

Street Address: 6 Bishopgate

City: London State: England Zip: 3C2N 4DA

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: Limited Corporated of London, England

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

EDAX; Reg. No. 925,096  
EDAX (And Design); Reg. No. 1,460,660

Additional numbers attached?  Yes  No

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

Name: Daniel R. Woodruff

Internal Address: Armstrong Teasdale LLP

Street Address: One Metropolitan Square, Suite 2600

City: St. Louis State: MO Zip: 63102-2740

6. Total number of applications and registrations involved

2

7. Total fee (37 CFR 3.41) \$65.00

- Enclosed
- Authorized to be charged to deposit account:

8. Deposit account number:

01-2384

(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

Daniel R. Woodruff  
Name of Person Signing

Signature

July 26, 2001  
Date

08/06/2001 BBYRNE 00000246 012384 925096 Total number of pages including cover sheet, attachment, and document: 8

01 FC:481 40.00 CH  
02 FC:482 25.00 CH



# SAVILLE & CO

NOTARIES PUBLIC

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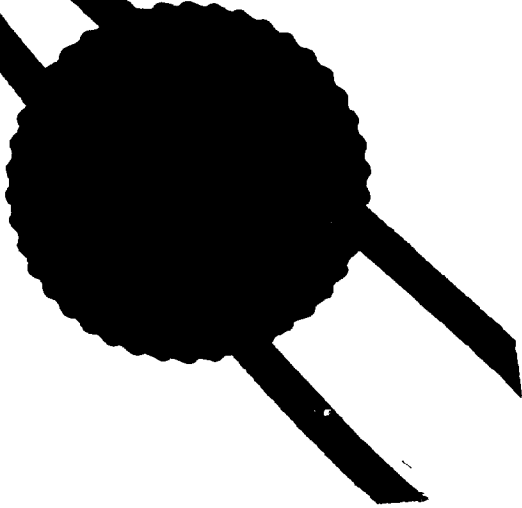
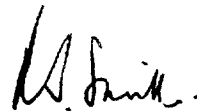
Richard Saville  
Ian Campbell  
Ella Imison (ASSOCIATE)  
Derek Julian (CONSULTANT)

UNITED KINGDOM OF GREAT BRITAIN )

S.S.

CITY OF LONDON, ENGLAND )

On this twenty second day of June in the year two thousand before me RICHARD JOHN SAVILLE of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn personally came and appeared VICTORIA JENKINSON and BARRY JEFFERIES who are known to me to be together duly authorized signatories of MORGAN GRENFELL & CO. LIMITED of London, England (hereinafter called the "Company"); and who being by me duly sworn did depose and say that they are together duly authorized signatories of such Company, the Company described in and which executed the annexed instrument; that they executed and delivered the annexed instrument for and on behalf of the Company pursuant to authority given by such Company; and that they acknowledged the said instrument to be the free act and deed of the said Company.



**RELEASE OF TRADEMARK AS SECURITY**

Reference is made to (i) the Pledge of Trademarks as Security made January 22, 1998 (the "**Pledge**") by EDAX, INC. ("**EDAX**"), a corporation incorporated under the laws of the State of Delaware, with offices located at 85 McKee Drive, Mahwah, New Jersey 07430 ("**EDAX**") and MORGAN GRENFELL & CO. LIMITED, as security agent and trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Agent**") and recorded with the United States Patent and Trademark Office on July 6, 1999; and (ii) the Security Agreement dated as of January 23, 1998 (the "**Security Agreement**") between EDAX and the Agent. Capitalized defined terms used in the Pledge and not otherwise defined in this Release have the meanings given to them in the Pledge. As used in this Release, the term "Secured Obligations" has the meaning given to it in the Security Agreement, and the terms "Obligor" and "Finance Documents" have the meanings given to them in the Facility Agreement referred to in the Security Agreement.

In consideration of the repayment in full of all Secured Obligations (the "**Repayment**") and the agreements of EDAX contained in this Release, and as contemplated by Section 6 of the Pledge, the Agent assigns all of its rights, title and interest in and to the trademarks listed in Schedule A (the "**Trademarks**") to EDAX.

EDAX further acknowledges and agrees that if, at any time for any reason (including the insolvency, bankruptcy, dissolution, liquidation, or reorganization of EDAX or any other Obligor or the appointment of any intervenor or conservator of, or agent or similar official for, EDAX, or any other Obligor or any of their respective properties), the Repayment (or any portion of the Repayment) is rescinded or must otherwise be restored or returned by the Agent or any Bank, the amount rescinded, restored or returned will continue to be due and owing under the Finance Documents, the Pledge will continue to be effective or will be reinstated, if necessary, as if that payment had not been made, and EDAX will reassign to the Agent the Trademarks, which EDAX shall be deemed to have held in trust for the Agent.

This Release has been entered into on June 22, 2000.

EDAX:

EDAX, INC.

By: \_\_\_\_\_

Name:

Title:

AGENT:

MORGAN GRENFELL & CO. LIMITED

By: V. Jenkinson

Name: VICTORIA JENKINSON

Title: Authorized Signatory

TRADEMARK



Barry JEFFERIE

Authorized Signatory

**SCHEDULE A**

**List of Trademarks**

<u>Description</u>	<u>Application No.</u>	<u>Registration No.</u>
EDAX	391,254	925,096
EDAX (logo)	453,331	(Pending)

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In consideration of the repayment in full of all Secured Obligations (the "**Repayment**") and the agreements of EDAX contained in this Release, and as contemplated by Section 6 of the Pledge, the Agent assigns all of its rights, title and interest in and to the trademarks listed in Schedule A (the "**Trademarks**") to EDAX.

EDAX further acknowledges and agrees that if, at any time for any reason (including the insolvency, bankruptcy, dissolution, liquidation, or reorganization of EDAX or any other Obligor or the appointment of any intervenor or conservator of, or agent or similar official for, EDAX, or any other Obligor or any of their respective properties), the Repayment (or any portion of the Repayment) is rescinded or must otherwise be restored or returned by the Agent or any Bank, the amount rescinded, restored or returned will continue to be due and owing under the Finance Documents, the Pledge will continue to be effective or will be reinstated, if necessary, as if that payment had not been made, and EDAX will reassign to the Agent the Trademarks, which EDAX shall be deemed to have held in trust for the Agent.

This Release has been entered into on June 22, 2000.

EDAX:

EDAX, INC.

By:   
Name: JAMES ABRANSON  
Title: TREASURER

AGENT:

MORGAN GRENFELL & CO. LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

**List of Trademarks**

<u>Description</u>	<u>Application No.</u>	<u>Registration No.</u>
EDAX	391,254	925,096
EDAX (logo)	453,331	(Pending)

On the \_\_\_\_\_ day of June, 2000, before me personally came \_\_\_\_\_ who is personally known to me to be the \_\_\_\_\_ of MORGAN GRENFELL & CO. LIMITED; who, being duly sworn, did depose and say that he is the \_\_\_\_\_ of such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by such company; and that he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]