

25

10-18-2001



EET  
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Docket No.:  
**DIAGRAPH**

101877620

Tab settings

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

1. Name of conveying party(ies): LaSalle Bank National Association *62507*

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

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

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

Name: Diagraph Corporation

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

Street Address: 3401 Rider Trail South

City: Saint Louis State: MO ZIP: 63045

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Missouri  
 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 & Reassignment of Security Agreement

Execution Date: June 15, 2001

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Lisa M. Soltis

Internal Address: Illinois Tool Works Inc.

Street Address: 3600 West Lake Avenue

City: Glenview State: IL ZIP: 60025

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....\$ \$25.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
090025

DO NOT USE THIS SPACE

10/17/2001 JJALLANE 00000007 090025 1067660

01 FC:481 15.00 CH 25.00 OP  
 02 FC:482 675.00 CH

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.*

Judy Stein                      Judy Stein                      September 26, 2001  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and documents: 7 **TRADEMARK**

REEL: 002385 FRAME: 0241

EXHIBIT A

TRADEMARKS

Trademark Number

Description

1,067,660	Bright Marker
1,437,165	Diagraph (Computer Programs)
1,360,334	Diagraph (Ink Jet)
210,574 ✓	Diagraph Logo Canada
769,128	Dicoder
959,184	Didark
987,788	Diprinter
802,265	Dispens-a-Pak
Pending	Helping Companies Make Their Mark
764,719	Instamarker
1,017,412	Keenline
717,181	Mark-X
1,574,791	Oneshot
-----	Performance Series
1,536,168	Picture Book
TX1851086	Qualicheck
645,001	Quik Spray
663,334	Rol-Flo
648,421	Rol-It On
936,909	Siphon Flo
412,827	Stikfast
810,918	Stikfast
1,360,311	Telemark
1,278,761	Telemark & Design
1,398,388	The Collector
1,428,220	The Problem Solver
1,424,687	The Producer
1,046,205	XLM
1469754 ✓	ImageBond

TRADEMARK

REEL 0894 FRAME 14

*WVA*

*WVA*

EXHIBIT B

TRADEMARKS

<u>Name</u>	<u>Serial Number</u>	<u>Issue Date</u>
ImageBond	1469754	12/22/87

REEL 894 FRAME 15  
TRADEMARK

*WAT*

07-11-2001

Attorney Docket Diagraph

IN TH

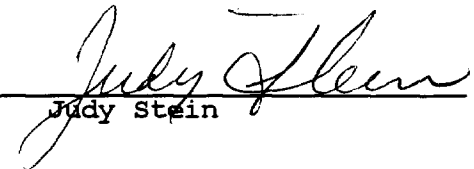


TRADEMARK OFFICE

101772813

In Re Application of: ) I hereby certify that this correspondence is being  
 LaSalle Bank National Association ) deposited with the United States Postal Service as  
 ) "First Class Mail", to the Hon. Commissioner of  
 ) Patents & Trademarks, Washington, D.C. 20231 on  
 ) this 20th day of June, 2001  
 For: Release & )  
 Reassignments to )  
 Diagraph Corporation )

MWD  
6/25/01

  
 Judy Stein

COMMUNICATION

6/25/2001

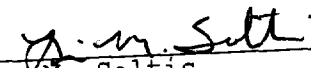
Honorable Commissioner of  
 Patents and Trademarks  
 Box: Assignment  
 Washington, D.C. 20231

Dear Sir:

Enclosed please find the papers necessary for recording the Release and Assignment. Please note that the Patent, Trademark and Mortgage was recorded in the United States Patent and Trademark Office on August 18, 1992 at Patent Reel 0894, Frame 0804.

The Commissioner is hereby authorized to charge payment of any fees associated with this communication to Deposit Account No. 09-0025. Thank you.

Respectfully submitted,

  
 Lisa M. Soltis  
 Reg. No. 40,623  
 Attorney for Illinois Tool Works Inc.

Lisa M. Soltis  
 Patent Department  
 Illinois Tool Works Inc.  
 3600 West Lake Avenue  
 Glenview, IL 60025  
 MWC:js  
 (847) 657-7980

Adjustment date: 10/27/2001  
 07/10/2001 JJALLAH2 00000017 090025 40.00 CR  
 01 FC:481 650.00 CR  
 02 FC:482

07/10/2001 JJALLAH2 00000017 090025 1067660

01 FC:481 40.00 CH  
 02 FC:482 650.00 CH

## RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 15<sup>th</sup> day of June, 2001 by LASALLE BANK NATIONAL ASSOCIATION FORMERLY KNOWN AS LASALLE NATIONAL BANK ("LaSalle").

### WITNESSETH:

WHEREAS, LaSalle and **Diagraph Corporation**, a Missouri corporation ("Borrower") are parties to a certain Security Agreement dated as of October 2, 1986 as it may be amended, amended and restated or otherwise modified from time to time (the "Loan Agreement") pursuant to which LaSalle made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's Liabilities, as that term is defined in the Loan Agreement, Borrower has executed a certain Patent, Trademark and License Mortgage (the "Patent, Trademark and License Mortgage") dated as of February 11, 1991, pursuant to which Borrower granted a security interest in and to the Patents, Trademarks and Licenses, as each is defined below; and

WHEREAS, the Patent, Trademark and License Mortgage was recorded in the United States Patent and Trademark Office on August 18, 1992 at Patent Reel 0894, Frames 0804; and

WHEREAS, the Liabilities have been fully satisfied and, therefore, Borrower has requested that LaSalle release its security interest in the Patents, Trademarks and Licenses and reassign the same to Borrower.

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

1. LaSalle 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) patents, and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part 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 infringements 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 and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Patents");

(b) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedules A and B, 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 infringements 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, tradenames and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Trademarks");

(c) license agreements with any other party, whether Borrower is a licensor or licensee thereunder, including, without limitation, the licenses listed on Schedule B, attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in this Agreement) now or hereafter owned by Borrower covered by such licenses (all of the foregoing property is hereinafter referred to as the "Licenses"); and

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

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

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

**LASALLE BANK NATIONAL  
ASSOCIATION F/K/A LASALLE  
NATIONAL BANK**

By: Thomas G. Kinah

Its: Vice President/Senior Attorney

ACKNOWLEDGMENT

State of Illinois )  
                          ) SS  
County of Cook )

On this 15<sup>th</sup> day of June, 2001 before me personally appeared Thomas G. Hirsh, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of LaSalle Bank National Association f/k/a LaSalle National Bank.



Notary Public  
My Commission Expires:

4/8/2003



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Friday, June 15, 2001

EXHIBIT C

Licenses

JULY 07 4 11 PM '92

TRADEMARK

RECORDED  
PATENT AND TRADEMARK  
OFFICE

AUG 18 1992



RECORDED: 06/25/2001

TRADEMARK  
REEL: 002385 FRAME: 0248