FORM PYO-1594 (Modified) (Rev. 6-93) OMB No. 9651-9011 (exp. 4/94) Copyright 1994-97 LagalStar TMOS/RE/U3

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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket	No.:
PII-010	81/04

RAME: 0920

TM05/REV03	HOLDERNA	HALLO CHE	f		
	▼	₩	▼	▼	▼
To the Honorable Commissioner of P	atents and Trademarks:	Please record the	attached origina	documents or cr	opy thereof.
1. Name of conveying party(ies):			dress of receivin		rpy triorcon.
Bank of America, National Associati	on			g party (100).	
		Name: Pilor	t Industries, Inc.		
					•
		Internal Addr	ess:	····	
☐ Individual(s) §	Association	Street Addres	ss: <u>2319 Bishop</u>	Circle East	
☐ General Partnership	☐ Limited Partnership				
Corporation-State		City: "Dexter		State: <u>_MI</u> _ Z	úP: <u>48130</u>
Other		☐ Individual((s) citizenship	10110	
Additional names(s) of conveying party(ies)	☐ Yes 🖾 No	☐ Association	on		
		General P	artnership		
Nature of conveyance:		☐ Limited Pa	artnership		
	☐ Merger		on-State <u>Michi</u> e	240	
Security Agreement [☐ Change of Name				
Other Release of Trademarks	<u></u>			ited States, a domesti	
Evention Date: 191/03		designation is		□ Yes C	□ N
Execution Date: 1/31/02			ust be a separate do: (s) & address(es)		⊃ N
			(4) 4 444 440 (00)		
4. Application number(s) or registration	numbers(s):				
A. Trademark Application No.(s)		<u>в.</u> 1	Trademark Regis	tration No.(s)	
		1,785,230	2,110,440	• /	
			2,094,647		
		1,950,142	2,032,141		
	Additional numbers	☐ Yes 🛣	hin		
		1			- ma + 11121
Name and address of party to whom concerning document should be mail			r of applications a involved:		6
concerning document should be mail	jed:	registrations	MIAOIAEO	***************************************	
Name: <u>Douglas W. Sprinkle</u>			·	. ,,,,	
•		7. Total fee (37	CFR 3.41):	\$ \$165.00	ł
Internal Address: <u>Gifford, Krass, G</u>	iroh, Sprinkle,				
Anderson & Citkowski, P.C.		Enclosed	i		
,		│	ed to be charged	to deposit accoun	, }
	1110 E E E	- 7001101120		- debosit accomi	
Street Address: 280 N. Old Woodw	ard Ave., Suite 400	8. Deposit acco	unt number:		
		07-1180			
City: <u>Birmingham</u> Stat	te: IMT 712: 48000				
Ony.					
	DO NOT	USE THIS SPACE			
0.0:			<u></u>		
Statement and signature. To the best of my knowledge and be	line the formula = 1-f	mdia m la duria		, , ,	
To the best of my knowledge and be of the original document.	iler, trie toregoing informi	auon is true and co	orrect and any ati /	tached copy is a t	rue copy
-	アバン	· 🚁 /	,		
Douglas W. Sprinkle	/-/)//-			February 13, 20	02
Name of Person Signing	1 01	/Signature 1		Date	

Total number of pages including cover sheet, attachments and

/2002

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of hungu 31, 2002 by Bank of America, National Association, a national banking association, as administrative agent ("Bank of America").

WHEREAS, Bank of America and Pilot Industries, Inc. ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of November 24, 1999;

WHEREAS, the Trademark Security Agreement granted Bank of America a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on <u>Schedule A</u> attached hereto as security for certain obligations of Borrower to Bank of America (the "Obligations");

WHEREAS, Bank of America recorded the Trademark Security Agreement on December 3, 1999 at Reel 002008, Frame 0288 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that Bank of America release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of America hereby agrees as follows:

Bank of America hereby fully releases and terminates its security interests in and liens on:

- all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

TRADEMARK REEL: 002414 FRAME: 0921

any and all of the proceeds of any of the foregoing, including, without (c) limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Bank of America further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Bank of America has caused this Release of Trademarks to be duly executed as of the day and year first above written.

> BANK OF AMERICA, NATIONAL ASSOCIATION. AS ADMINISTRATIVE AGENT

By: Name:

Title:

2

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SCHEDULE A

TO

RELEASE OF TRADEMARKS

Jurisdiction	Trademark/ Servicemark	Serial No./ Filing Date	Registration No./ Issue Date
United States	P-Tec		1,785,230; 8/3/93
United States	P-Cap		1,771,451; 5/18/93
United States	E-P-CAP		1,950,142; 1/23/96
United States	ALPHA AUTOMATED		Draft Stage
United States	ALPHA AUDIT		Draft Stage
United States	LERA		Draft Stage
United States	XDA		Draft Stage
United States	LXR 40		Draft Stage
United States	Alpha Automated		Draft Stage
United States	MICRO ARC		2,110,440; 11/4/97
United States	SPARK TECH		2,094,647; 9/9/97
United States	C-P-CAP		2,032,141; 1/21/97

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