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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REC



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

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

1. Name of conveying party(ies):

Lloyds TSB Bank plc (formerly known as Lloyds Bank plc)

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other England & Wales company

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

2. Name and address of receiving party(ies)

Name: Littell International, Inc.

Internal Address:

Street Address: 145 Swift Road

City: Addison State: IL Zip: 60101

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois 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 Deed of Release and Consent

Execution Date: September 28, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit A - attached hereto

Additional number(s) attached Yes No

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

Name: Fred R. McMorris, Esq.

Internal Address: Rooks, Pitts and Poust Suite 300

Street Address: 4200 Commerce Court

City: Lisle State: IL Zip: 60532

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$215.00

- 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.

Fred R. McMorris Name of Person Signing

Handwritten signature of Fred R. McMorris

Signature

October 18, 2001 Date

15

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

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

01/14/2002 DBYRNE 00000644 1759034

01 FC:481 02 FC:482 40.00 175.00

TRADEMARK REEL: 002422 FRAME: 0863

**EXHIBIT A**

**LIST OF U.S. TRADEMARKS**

**Released by Lloyds TSB Bank plc (formerly  
Known as Lloyds Bank, plc  
Pursuant to  
The Deed of Release and Consent dated September 28, 2001**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
Design (Lion & World)	1,759,034	3/16/93
LITTELL & Design (Rhombold over Circle)	606,372	5/24/55
Menusoft	1,369,929	11/12/85
Menusoft	1,371,099	11/19/85
SPECTAMAX	2,277,636	9/14/99
SPECTRA-FEED	2,154,825	5/5/98
Tiger (drawing)	2,148,789	4/7/98
VIL	1,775,627	6/8/93

**DEED OF RELEASE AND CONSENT**

**among**

**LLOYDS TSB BANK PLC**

**and**

**LITTELL INTERNATIONAL INC.**

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Dated September 28, 2001

CHADBOURNE & PARKE  
Regis House  
45 King William Street  
London EC4R 9AN  
Telephone: 020 7337 8000  
Facsimile: 020 7337 8001

## DEED OF RELEASE AND CONSENT

**THIS DEED OF RELEASE AND CONSENT** (this "Release and Consent") is made the 28<sup>th</sup> day of September, 2001.

### AMONG

1. **LLOYDS TSB BANK PLC**, a company organised and existing under the laws of England and Wales with company number 2065 ("Lloyds"); and
2. **LITTELL INTERNATIONAL INC.**, incorporated under the laws of the State of Illinois having its registered office at 145 Swift Road, Addison, Illinois, 60101, USA ("Littell").

**WHEREAS**, Littell Acquisition Corporation, an Illinois corporation (the "Buyer") and Littell have entered into a bill of sale and assignment and assumption agreement dated \_\_\_ September 2001 (the "Sale Agreement"), which provides for Littell to sell to the Buyer certain of the assets owned by Littell, and to assume certain of the liabilities of Littell as specified in the Sale Agreement (collectively, the "Sale Assets");

**WHEREAS**, Lloyds agreed to make certain credit facilities available to MetalTech International Plc ("MetalTech") and to several subsidiaries of MetalTech's, including Littell (together the "Companies") pursuant to a facility letter dated 27 September 1996 (the "Facility Letter"), in which inter alia security was to be given by the Companies in favour of Lloyds;

**WHEREAS**, the parties to the Facility Letter entered into a supplement to the Facility Letter dated 27 September 1996 (the "Supplement") which is governed by English law and which, inter alia, limits Littell's liability under the Facility Letter under a guarantee given to Lloyds by Littell for any monies and liabilities owed to Lloyds by MetalTech dated 27 September 1996 (the "Guarantee");

**WHEREAS**, Littell, MetalTech (or Verson International Group, plc, as it was then called) ("MetalTech") and Lloyds, as assignee of MetalTech entered into a certain security agreement and assignment of trademarks and service marks dated 28 July 1994 (the "1994 Trademark Security Agreement"), which is governed by New York law and in which, inter alia, Littell assigned and transferred all its right title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks, licenses and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 8 November 1994, Reel 1246/Frame 257;

**WHEREAS**, Littell, MetalTech and Lloyds entered into a certain security agreement and assignment of patents dated 28 July 1994 (the "1994 Security Agreement"), which is

governed by Illinois law and in which, inter alia, Littell assigned and transferred all its right, title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 8 November 1994, Reel 7194/Frame 692;

**WHEREAS**, Littell and Lloyds entered into a certain security agreement dated 27 September 1996 (the "1996 Security Agreement"), which is governed by Illinois law and in which, inter alia, Littell assigned and transferred all its right title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 28 October 1996, Reel 1501/Frame 0580;

**WHEREAS**, Littell, MetalTech and Lloyds entered into a certain security agreement dated 27 September 1996 (the "1996 MetalTech Security Agreement"), which is governed by New York law and in which, inter alia, Littell assigned and transferred all its right title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 28 October 1996, Reel 1518/Frame 0212;

**WHEREAS**, Littell entered into a mortgage and security agreement dated 27 September 1996 in favour of Lloyds (the "Mortgage") which is governed by Illinois law and in which, inter alia, Littell granted a first mortgage over the real property located at 145 Swift Road, Addison, Illinois, USA which is included as part of the Sale Assets, and recorded in the Recorder's Office of DuPage County, Illinois, as Document No. R96-172931;

**WHEREAS**, Littell and Lloyds entered into a certain amended and restated patent and trademark collateral pledge, assignment and security agreement dated 24 May 2000 (the "2000 Security Agreement"), which is governed by Illinois law and in which, inter alia, Littell assigned and transferred all its right, title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 10 July 2000, Reel 2113/Frame 0181;

**WHEREAS**, pursuant to the Sale Agreement, Littell will receive an aggregate gross purchase price (the "Purchase Price") equal to U.S. seven million four hundred forty-six thousand Dollars (\$7,466,000) less negotiated credits of two million two hundred twenty one thousand Dollars (\$2,221,000), which shall be payable as follows: (i) on Closing of the Sale Agreement, the sum of U.S. four million four hundred thousand Dollars (\$4,150,000) cash (less \$20,000 for sales tax withholding and other closing adjustments pursuant to the Sale Agreement) and (ii) 48 months after Closing of the Sale Agreement, U.S. \$1,075,000 which is to be supported by the delivery by the Buyer to Littell of a promissory note and secured by the granting of a mortgage from the Buyer; and

**WHEREAS**, in order to effect the transaction as contemplated in the Sale Agreement, Littell requests that Lloyds: (a) consent to the sale of the Sale Assets; (b) release the Sale Assets from the Mortgage, the Financing Documents (as later defined), security interests, pledges and encumbrances of any kind whatsoever; (c) release and terminate the Mortgage and (d) discharge all registrations or other means of perfection in connection therewith;

**NOW, THEREFORE**, the Parties hereto hereby agree as follows:

1. Interpretation.

In this Release and Consent unless and except to the extent that the context requires otherwise:

- (a) words (including words defined in this Release and Consent) denoting the singular shall include the plural and vice-versa;
- (b) words denoting individuals shall include corporations and vice-versa;
- (c) references to any party to this Release and Consent shall include its successors or permitted assigns;
- (d) references to any letter, document or agreement including this Release and Consent shall be deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) the headings of this Release and Consent are for convenience only and are not to be used as an aid to construction of this Release and Consent; and
- (f) "Financing Documents" means: the 1994 Trademark Security Agreement, the 1994 Security Agreement, the 1996 Security Agreement and the 2000 Security Agreement.

2. Condition Precedent.

This Release and Consent is conditional upon each of the following:

- (a) the receipt by CMS Cameron McKenna ("Lloyds's Solicitors") on Closing of (i) U.S. four million one hundred fifty thousand Dollars (\$4,150,000.00) (less \$20,000 for sales tax withholding and other closing adjustments pursuant to the Sale Agreement) in full and in cleared funds in Lloyds' Solicitors' U.S. Dollar Client Account, at 39 Threadneedle Street, London EC2R 8AU, account number 11880403, sort code number 30-00-09 and (ii) an assignment of the note and mortgage given by the Buyer to Littell in the amount of U.S. one million seventy five thousand Dollars (\$1,075,000.00) payable forty-eight (48) months following Closing, each

assignment to be in a form acceptable to Lloyds, representing an aggregate gross purchase price equal to U.S. seven million four hundred forty-six thousand Dollars (\$7,466,000.00) less negotiated credits, payments or reserves of U.S. two million two hundred and twenty one thousand Dollars (\$2,221,000);

- (b) the execution of the Sale Agreement and occurrence of Closing conditions (as defined therein).

3. Consent.

Subject to satisfaction of each of the conditions precedent set out in clause 2 above (the "Conditions Precedent"), Lloyds hereby consents to the sale of the Sale Assets pursuant to the Sale Agreement.

4. Release.

Immediately upon the satisfaction of the Conditions Precedent, Lloyds hereby:

- (a) releases the Sale Assets from (i) the Facility Letter, (ii) the Supplement, (iii) the Financing Documents, (iv) the 1996 MetalTech Security Agreement, (v) the Mortgage and (vi) releases any other right, mortgage security interest, pledge and encumbrance of any kind whatsoever, granted to Lloyds in respect of the Sale Assets, whether in any document referred to in this Release and Consent or otherwise;
- (b) releases and terminates the Mortgage; and
- (c) discharges all registrations or other means of perfection in connection with the foregoing.

5. Continuing Security.

The Facility Letter, the Supplement, the 1996 MetalTech Security Agreement, the Financing Documents and the Guarantee shall remain in full force and effect and, save as expressly provided for in Clause 4, nothing in this Release and Consent shall prejudice or affect the obligations of Littell or the rights and remedies of Lloyds under such documents.

6. Further Assurances.

Provided a request for assistance is made within 12 months of the date of this Release and Consent, Lloyds shall at any time, if and when requested by Littell (or its successors and assigns) execute and deliver to, or as requested by Littell, such further legal or other consents, releases or documents in favour of Littell as shall from time to time reasonably request in respect of all or any of the Sale Assets or the Financing Documents or any right, whether present or future, relating thereto or included in this Release and Consent,

including any substituted securities and any other transfers or documents Littell may from time to time require to effect the release of any title or security interest of Lloyds to the same. Such further consents, releases or documents shall be prepared at the cost of Littell.

7. Recorder's Office of Du Page County.

Subject to satisfaction of the Conditions Precedent, Lloyds shall deliver to the Recorder's Office of Du Page County the Release Deed in a form substantially similar to the form comprised in Schedule I.

8. Recorder's Office of Du Page County and Secretary of State of Illinois.

Subject to satisfaction of the Conditions Precedent, Lloyds shall deliver the UCC Termination Statements with respect to the Mortgage and the Sale Assets to the Recorder's Office of Du Page County and the Secretary of State of Illinois in a form substantially similar to the forms comprised in Schedule II.

9. Governing Law.

This Release and Consent shall be governed by and construed in accordance with the laws of England and Wales and, with respect to any Sale Assets located in Illinois, in accordance with the laws of the State of Illinois, USA.

10. Counterparts.

This Release and Consent may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this Release and Consent may enter into this Release and Consent by executing any such counterpart.

[The remainder of this page is left intentionally blank.]



IN WITNESS WHEREOF Lloyds TSB Bank Plc and Littell International, Inc. have executed this Release and Consent as a deed the day and year first before written.

SIGNED AND DELIVERED )  
AS A DEED BY )  
LITTELL INTERNATIONAL )  
INC. )

acting by \_\_\_\_\_ )

Director .....

Director .....

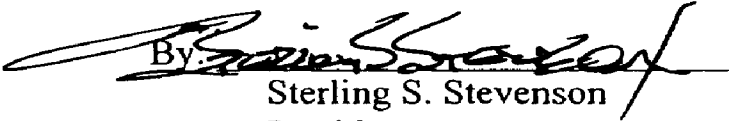
SIGNED AND DELIVERED )  
AS A DEED BY *S J PHILLIPS*)  
an attorney for and on behalf of )  
LLOYDS TSB BANK PLC in the )  
presence of: *[Signature]* )


*[Signature]*  
.....

**IN WITNESS WHEREOF** Lloyds TSB Bank Plc and Littell International, Inc. have executed this Release and Consent as a deed the day and year first before written.

SIGNED AND DELIVERED )  
AS A DEED BY )  
an attorney for and on behalf of )  
LLOYDS TSB BANK PLC in the )  
presence of: \_\_\_\_\_ ) \_\_\_\_\_

LITTELL INTERNATIONAL INC.

By:   
Sterling S. Stevenson  
President

By:   
Robert H. Lewinski  
Secretary

STATE OF ILLINOIS            )  
  )  
COUNTY OF DuPage         )        ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sterling S. Stevenson, President of Littell International, Inc., an Illinois corporation, and Robert H. Lewinski, Secretary of the Corporation, personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed and delivered this said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority, given by the Board of Directors of said Corporation as their free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of September, 2001

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

Commission Expires:



**SCHEDULE I**

**RELEASE DEED**

**MAIL TO:**

Rooks, Pitts and Poust  
4200 Commerce Court, Suite 300  
Lisle, Illinois 60532  
Attn: Fred McMorris, Esq.

**NAME & ADDRESS OF TAXPAYER:**

Littell International, Inc.  
145 Swift Road  
Addison, Illinois 60101  
Attn: Sterling S. Stevenson

**RECORDER'S STAMP**

Know All Men by These Presents, That LLOYDS TBS BANK PLC, successor to Lloyds Bank Plc, a company organized and existing under the laws of England and Wales for and in consideration of One Dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, convey, release and quit-claim unto LITTELL INTERNATIONAL, INC., an Illinois corporation of the Village of Addison, County of DuPage, all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage and Security Agreement bearing date the 27th day of September A.D., 1996, and recorded in the Recorder's Office of DuPage County, in the State of Illinois, as Document No. R96-172931 to the premises therein described, together with all the appurtenances and privileges thereunto belonging or appertaining, situated in the County of DuPage, State of Illinois, as follows to wit:

See Exhibit A attached hereto.

SIGNED AND DELIVERED )  
AS A DEED BY \_\_\_\_\_ )  
an attorney for and on behalf of )  
LLOYDS TSB BANK PLC in )  
the presence of: )

\_\_\_\_\_  
Name:

**NAME and ADDRESS OF PREPARER:**

Chadbourne & Parke LLP  
30 Rockefeller Plaza  
New York, New York 10112  
Attn: Cindy Wenig, Esq.

**This conveyance must contain the name and address of the Grantee for tax billing purposes (55ILCS 5/3-5020) and name and address of the person preparing the instrument: (55 ILCS 5/3-5022).**

EXHIBIT A

Parcel 1: Lot 2 (except that part of Lot 2 described as follows: commencing at the southeast corner of Lot 2 for a place of beginning; thence south 87 degrees 58 minutes 45 seconds west along the south line of Lot 2, 10.07 feet; thence north 5 degrees 36 minutes 52 seconds west along a line 10.05 feet westerly (measured at right angles) and parallel to the easterly line of Lot 2, 102.57 feet; thence north 84 degrees 23 minutes 8 seconds east, 10.05 feet to a point on the easterly line of Lot 2; thence south 5 degrees 36 minutes 52 seconds east along the east line of said Lot 2, 103.20 feet to the place of beginning) in Kenroy's Addison Unit 1, being a subdivision of part of the northeast quarter of section 5, township 40 north, range 10, east of the third principal meridian, according to the plat thereof recorded July 13, 1979, as Document R79-60835, in DuPage County, Illinois.

Parcel 2: Easement for the benefit of Parcel 1 as created by Maintenance Agreement Declaration and Grant of Easements by and between LaSalle National Bank, as trustee under trust agreement dated December 24, 1969, and known as Trust 40379 and UIP Engineered Products, Inc., July 18, 1979, and recorded as Document R79-62724 for drainage and storm sewer easement over the following described property: Lot 3 in Kenroy's Addison Unit 1, being a subdivision of part of the northeast quarter of section 25, township 40 north, range 10, east of the third principal meridian, according to the plat thereof recorded July 13, 1979, as Document R-79-60835, in DuPage County, Illinois.

Permanent Index Number: 02-25-203-016

Property Address: 145 Swift Road, Addison, Illinois 60101

**SCHEDULE II**  
**[UCC-3 TERMINATION STATEMENTS]**