

02-21-2002

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

20-07-C

1. Name of conveying party(ies):

Bank of America Trust and Savings Association, as Administrative Agent

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

2/21/02

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

3. Nature of conveyance:

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

Execution Date: January 22, 2002

2. Name and address of receiving party(ies)

Name: Packard Instrument Company, Inc.

Internal

Address: _____

Street Address: 2200 Warrenville Road

City: Downers Grove State: IL Zip: 60515

- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,038,624

Additional number(s) attached Yes No

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

Name: Richard D. Harris, Esq.

Internal Address: Day, Berry & Howard LLP
CityPlace I

Street Address: 185 Asylum Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500546

Charge 40.00

DO NOT USE THIS SPACE

9. Signature.

Richard D. Harris, Esq.

Name of Person Signing _____

Signature _____

2/15/02

Date _____

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

02/21/2002 DBYRNE 00000105 300348 2038624

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

TRADEMARK
REEL: 002446 FRAME: 0247

ATTACHMENT TO:
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2. Additional Name and Address:

Packard BioScience Company
800 Research Parkway
Meriden, CT 06450

RELEASE

This **RELEASE** (this "Release") is dated as of January 22, 2002 and is by and between Packard BioScience Company ("Packard") and Bank of America, N.A., as administrative agent (the "Administrative Agent") under the Amended and Restated Credit Agreement dated as of March 4, 1997 and amended and restated as of August 17, 2000 (as amended, supplemented or otherwise modified to the date hereof, the "Credit Agreement") among Packard, the Subsidiary Borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto and the Administrative Agent. Capitalized terms used in this Release which are undefined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, pursuant to the Guarantee and Collateral Agreement Packard and the other Grantors under the Security Documents have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Collateral;

WHEREAS, effective as of the date first above written, Packard has terminated the Revolving Credit Commitments under the Credit Agreement pursuant to Section 5.2 thereof and the obligations of Packard under the Credit Agreement and of Packard and the Grantors under the Guarantee and Collateral Agreement have been terminated (except for those obligations expressly stated in the Credit Agreement and/or the Guarantee and Collateral Agreement to survive such termination, as the case may be); and

WHEREAS, in connection with such termination Packard has requested that the Administrative Agent release: (a) any and all security interest and other interest it may have in the Collateral pursuant to Section 8.16(a) of the Guarantee and Collateral Agreement and (b) Packard and the other Grantors from any and all obligations any or all of them may have under the Credit Agreement and/or the Guarantee and Collateral Agreement, in each case except for those obligations expressly stated to survive the termination of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

SECTION 1. Release. The Administrative Agent does hereby release: (a) any and all security interest and other interest it may have in the Collateral pursuant to Section 8.16(a) of the Guarantee and Collateral Agreement and (b) Packard and the other Grantors from any and all obligations any or all of them may have under the Credit Agreement and/or the Guarantee and Collateral Agreement, in each case except for those obligations expressly stated to survive the termination of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be.

SECTION 2. Effectiveness. This Release shall be effective as of November 13, 2001.

SECTION 3. Acknowledgement. Packard acknowledges that the Administrative Agent's execution and delivery of this Release and each other document and instrument executed in connection herewith releasing any security interest or claim in any property or assets of Packard or any of its Subsidiaries in connection with the termination of the Revolving Credit Commitments under the Credit Agreement (the "Release Documents") is made in each case without recourse, representation, warranty or other assurance of any kind by the Administrative Agent as to Packard's or such Subsidiary's rights in any such property or assets, the condition or value of any such property or assets, or any other matter.

SECTION 4. Costs and Expenses. Packard agrees to pay on demand all costs and expenses of the Administrative Agent and each Lender in connection with the preparation, execution and delivery of this Release and the other Release Documents (including, without limitation, all filing and recording fees and expenses, and the reasonable fees and expenses of counsel).

SECTION 5. Loan Documents. This Release and all other Release Documents shall constitute and be considered Loan Documents for all purposes.

SECTION 6. Execution in Counterparts. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by telecopier shall be effective as delivery of a manually executed counterpart.

SECTION 7. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. Integration. This Release and the other Release Documents set forth the entire agreement between the parties hereto relating to the transactions contemplated hereby and supersede any prior oral or written statements or agreements with respect to such transactions.

SECTION 9. Recitals. The recitals to this Release are incorporated herein and made a part hereof.

SECTION 10. Conflicts. In the event of any conflict between the terms and conditions of this Release and the terms and conditions of the Credit Agreement and/or the Guarantee and Collateral Agreement, the terms and conditions of this Release shall control and be binding.

SECTION 11. Further Assurances. Upon the request of Packard, the Administrative Agent will, at the expense of Packard, execute and deliver to Packard such documents (without recourse and without any representation or warranty) as Packard may reasonably request to evidence the release of the Collateral.

SECTION 12. Complete Defense. This Release shall constitute a complete defense to any claim, liability, indebtedness or obligation related to the release of (a) the Collateral and (b) Packard and the other Grantors from any obligations any or all of them may have under the Credit Agreement or the Guarantee and Collateral Agreement, in each case as set forth in Section 1 above.


SECTION 13. Amendments. This Release shall not be amended, altered, modified, changed or rescinded except by an instrument in writing signed by Packard and the Administrative Agent.

SECTION 14. Binding Effect. This Release shall be binding upon the Administrative Agent, the Lenders and their heirs, executors, administrators, successors and assigns.

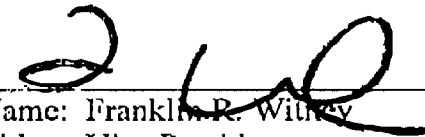
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Charles Eraber
Title: Vice President

PACKARD BIOSCIENCE COMPANY

By: 
Name: Franklin R. Wilkey
Title: Vice President