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

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

Tab settings

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

1. Name of conveying party(ies):  
 Fleet National Bank (f/k/a BankBoston, N. A.)

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

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

2. Name and address of receiving party(ies)  
 Name: C. A. Muer Corporation  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 1548 Porter Street  
 City: Detroit State: MI Zip: 48216

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

Execution Date: February 15, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 1187 894

1,187,896
1,189,496
B. Trademark Registration No.(s) 1,023,954
1,146,518
1,202,346
1,149,519
2,026,451

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Andrew S. Ehmke  
 Internal Address: Haynes and Boone, LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 901 Main Street  
 Suite 3100  
 City: Dallas State: Texas Zip: 75202

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 08-1394

(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.*

Andrew S. Ehmke           3/11/02  
 Name of Person Signing      Signature      Date

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

04/04/2002 DBTRNE 00000289 1187896

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

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

D997322.1

DOCKET NO.: 23805.30

TRADEMARK REEL: 002475 FRAME: 0140

## REASSIGNMENT AND RELEASE OF SECURITY AGREEMENT

This Reassignment and Release of Security Agreement (the "Release") is by and between Fleet National Bank (f/k/a BankBoston, N.A.), a national banking association, having an office at 100 Federal Street, Mail Stop 01-09-05, Boston, Massachusetts 02110 ("Fleet") and C.A. Muer Corporation, a Michigan corporation, having a place of business at 1548 Porter Street, Detroit, Michigan ("Muer").

### RECITALS

WHEREAS, Muer and Fleet entered into that certain Security Agreement and Mortgage – Trademarks and Patents, together with that certain Assignment for Security (Trademarks) and that certain Assignment for Security (Patents), all dated as of June 19, 1997 (collectively, the "Security Agreement"), whereby Muer pledged to Fleet a security interest in and to certain assets, including without limitation, those trademarks set forth on Schedule A ("Trademarks") and those patents set forth on Schedule B ("Patents"), all for collateral purposes only;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on June 30, 1997, at Reel 1606, Frame 0045; and

WHEREAS, Muer has paid and satisfied the obligations set forth in the Credit Agreement (as defined in the Security Agreement), and Fleet desires to execute this Release for purposes of releasing the security interest and other rights arising under the Security Agreement.

### RELEASE AND REASSIGNMENT

1. All capitalized terms not defined herein will have the meanings as set forth in the Security Agreement.
2. Fleet acknowledges that (i) all of the Secured Obligations have been fully and indefeasibly paid in cash, (ii) the Lenders have no further commitment to make any Loans under the Credit Agreement, and (c) no Lender has any further obligation to extend financial accommodations under the Rate Agreements.
3. The Security Agreement and the security interest granted therein are hereby terminated. Muer hereby revokes the Special Power of Attorney granted to Fleet pursuant to the Security Agreement.
4. Fleet does hereby sell, reassign, transfer and release unto Muer, its successors, assigns and legal representatives, any and all of Fleet's right, title and interest in and to the Collateral, including without limitation, the Patents, Trademarks, all applications and registrations therefor, all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, renewals and extensions thereof, and the goodwill of the business to which each of the Trademarks relates. Fleet shall execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other papers in connection therewith necessary to perfect such right, title and interest in Muer and its respective successors, assigns and legal representatives.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

REASSIGNMENT AND RELEASE OF SECURITY AGREEMENT

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RECORDED: 03/21/2002

TRADEMARK  
REEL: 002475 FRAME: 0141