

04-12-2002

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Docket No.

02-122



Tab settings

attached original documents or copy thereof.

To the Honorable Commissioner of Pat.

102052722

1. Name of conveying party(ies):

(1) Fleet Capital Corporation

(2) National City Bank of Pennsylvania

4-1-02

- Individual(s)
- General Partnership
- Corporation-State (1) Rhode Island
- Other (2) financial institution

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

3. Nature of conveyance:

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

Execution Date: March 26, 2002

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

Name: MGF Industries, LLC

Internal Address: 6440 East Canning Street

Street Address: Commerce

City: Los Angeles County State: CA ZIP: 90040

Individual(s) citizen

Association

General Partnership

Limited Partnership

Corporation-State

Other a Delaware limited liability company

04-01-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #58

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,284,640

2,225,568

2,222,637

Additional numbers Yes No

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

Name: Thomas C. Wettach

Internal Address: Cohen & Grigsby, P.C.

Street Address: 11 Stanwix Street

15th Floor

City: Pittsburgh State: PA ZIP: 15222

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

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

Charge deficiency or credit overpayment to 03-2026

DO NOT USE THIS SPACE

01 FC:401
02 FC:402

40.00 OP
50.00 OP

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.

Thomas C. Wettach

Name of Person Signing

Thomas C. Wettach

Signature

April 1, 2002

Date

7

Total number of pages including cover sheet, attachments, and

RELEASE OF SECURITY AGREEMENT

This Release is executed this 8th day of March 2002, by Fleet Capital Corporation, N.A., as Agent and Lender and National City Bank of Pennsylvania as Lender (collectively referred to herein as "Lenders").

WHEREAS, MGF Industries, LLC ("MGF Industries") and the Lenders have executed and delivered that certain Loan and Security Agreement dated as of February 26, 1999, as amended by that certain Amendment No. 1 dated as of April 26, 2000, Amendment No. 2 dated as of May 2, 2000, Amendment No. 3 dated as of May 7, 2000 (as amended and as may be further amended, modified or supplemented from time to time, the "Loan Agreement").

WHEREAS, on December 21, 2001 MGF Industries entered into that certain Trust Agreement and Assignment for the Benefit of Creditors with David Abrams, not personally, but as Trustee-Assignee (the "Trustee-Assignee") whereby MGF Industries assigned all of its property and assets, including general intangibles, tradenames and trademarks to the Assignment Estate.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 21, 2001 ("Asset Purchase Agreement") the Trustee-Assignee sold all of the assets, including tangible and intangible assets, of the Los Angeles, California operations of MGF Industries, LLC to WireTech, Inc., a Delaware corporation

WHEREAS, Lenders desire to release its security interest in the Trademarks listed on Schedule A attached hereto and incorporated herein (the "Trademarks") to the extent that such Trademarks are Purchased Assets within the meaning of the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Lenders hereby agree as follows, with the intent to be legally bound:

1. Release. To the extent that the Trademarks are Purchased Assets within the meaning of the Asset Purchase Agreement, Lenders hereby release and discharge any right, title or interest granted under the Loan Agreement in and to the Trademarks, and the right and license to make, use, sell and import under the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and related foreign rights.
2. Binding Effect. The benefit and burdens of this Release shall inure to the benefit of and be binding upon the respective successor and permitted assigns of the Lenders.
3. Construction. The validity and interpretation of this Release and the rights and obligations of the parties shall be governed by the laws of the State of California.

4. Counterparts. This Release may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute together but one and the same instrument.

IN WITNESS WHEREOF, Lenders have executed this Release of Security Agreement and delivered the same as of the date first above written.

LENDER:

FLEET CAPITAL CORPORATION, N.A.,

By: *Thomas P. Downey*
Title: *VP*

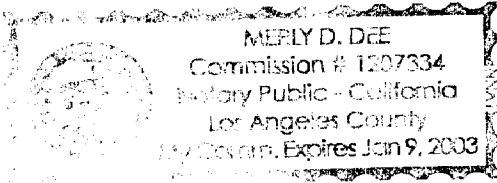
LENDER:

NATIONAL CITY BANK OF PENNSYLVANIA

By: _____
Title: _____

STATE OF California)
) SS:
COUNTY OF Los Angeles)

On this 26th day of March, 2002, before me personally appeared Thomas P. Detourney, being duly sworn, did depose and say that he is the above-indicated officer of National City Bank of Pennsylvania, the entity described in and which executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the entity.



Merly D. DeE
Notary Public

4. Counterparts. This Release may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute together but one and the same instrument.

IN WITNESS WHEREOF, Lenders have executed this Release of Security Agreement and delivered the same as of the date first above written.

LENDER:

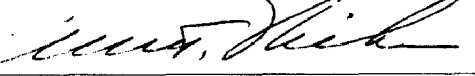
FLEET CAPITAL CORPORATION, N.A.,

By: _____

Title: _____

LENDER:

NATIONAL CITY BANK OF PENNSYLVANIA

By: 

William F. Nicholson

Title: Senior Vice President

STATE OF PENNSYLVANIA

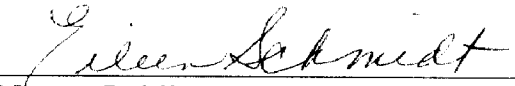
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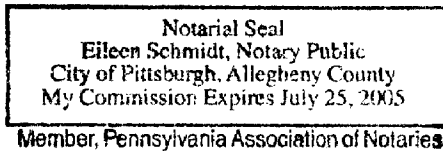
COUNTY OF ALLEGHENY

)

On this 26th day of March, 2002, before me personally appeared William F. Nicholson, being duly sworn, did depose and say that he is the above-indicated officer of National City Bank of Pennsylvania, the entity described in and which executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the entity.



Notary Public



**SCHEDULE A
TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registered</u>	<u>Country</u>
MGF INDUSTRIES, INC. (& Design)	2,284,640	10/12/99	United States
MGF INDUSTRIES, INC.	2,225,568	2/23/99	United States
Miscellaneous Design	2,222,637	2/9/99	United States