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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-20-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102095361

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 5-13-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

05/17/2002 LMUELLER 00000238 1187896

FOR OFFICE USE ONLY

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

H-334903.1

TRADEMARK
REEL: 002508 FRAME: 0753

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|----------------------|----------------------|--|--|--|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1,187,896"/> | <input type="text" value="1,189,496"/> | <input type="text" value="1,023,954"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1,146,518"/> | <input type="text" value="1,202,346"/> | <input type="text" value="1,149,519"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,026,451"/> | <input type="text"/> | <input type="text"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Rita Irani

5/13/02

Name of Person Signing

Signature

Date Signed

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]

Executed on the date set forth below to be effective as of the 15th day of February, 2002.

LENDER:

Signed and acknowledged in the presence of:

FLEET NATIONAL BANK (f/k/a BankBoston, N.A.),
a national banking association

Name: Mark S. Scott
Mark S. Scott

By: Sandra H. Bennett

Name: Douglas Clarke
Douglas Clarke

Name: Sandra H. Bennett

Title: Senior Vice President

STATE OF Massachusetts §

COUNTY OF Suffolk §

This instrument was acknowledged before me on this 15th day of February, 2002, by Sandra H. Bennett, Senior Vice President of **FLEET NATIONAL BANK**, a national banking association, on behalf of said banking association.

Douglas Clarke
Notary Public Signature

(PERSONALIZED SEAL)

This instrument drafted by
(with advice of local counsel)
and when recorded return to:

Haynes and Boone, L.L.P.
1000 Louisiana Street, Suite 4300
Houston, Texas 77002
Attn: Layne D. Grindal, Esq.