

09-04-2002

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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): 8-28-02
ING (U.S.) CAPITAL, LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-
 Other Delaware Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BLUE IP, INC.
Internal Address: _____
Street Address: 130 MAIN STREET, P.O. BOX AB
City: CALLERY State: PA Zip: 16024
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State OF 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest in Trademarks
Execution Date: DECEMBER 12, 2001

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

B. Trademark Registration No.(s)
616153 882460
689449 1082278
714123 1491954
824000 2412819
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed.
Name: George D. Dickos, Esq.
Internal Address: Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
Street Address: 535 Smithfield Street
City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and
registrations involved:.....
7. Total fee (37 CFR 3.41).....\$ 15.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
11-1110
(Attach duplicate copy of this page if paying by deposit
account)

OFFICE OF RECORDS
2002 AUG 28 AM 8:20
FINANCE SECTION

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.

George D. Dickos
Name of Person Signing

George D. Dickos
Signature

August 27, 2002
Date

Total number of pages including cover sheet, attachments, and document: 6

09/03/2002 LMUELLER 00000279 616153

01 FC:481
02 FC:482

40.00 OP
175.00 OP

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

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Agreement, dated as of December 12, 2001, between ING (U.S.) CAPITAL, LLC, a Delaware limited liability company ("Secured Party") and Blue IP, Inc., a Delaware corporation ("BLUEIP").

WHEREAS, BLUEIP's predecessor in interest Genesis Worldwide, Inc., an Ohio corporation formerly known as The Monarch Machine Tool Company ("Genesis"), and Secured Party entered into that certain Credit Agreement dated as of June 30, 1999 between Genesis and Secured Party, as amended from time to time (the "Credit Agreement"), pursuant to which Secured Party extended credit to Genesis; and

WHEREAS, H-V Technical Services, Inc. ("H-V Technical") and Secured Party entered into a Security Agreement dated as of June 30, 1999 as amended September 1, 1999, and from time to time (the "Security Agreement"), pursuant to which H-V Technical, in order to secure the payment, performance and observance of Genesis's obligations to Secured Party pursuant to the Credit Agreement, the Security Agreement or otherwise granted Secured Party a security interest in all H-V Technical's property, assets and rights of every kind and nature, whether now owned or hereafter acquired or arising and all products and proceeds thereof, including but not limited to the Collateral (as defined in the Security Agreement) and the Trademark Collateral (as defined below); and

WHEREAS, H-V Technical has assigned to BLUEIP ownership of all of the Trademark Collateral.

NOW, THEREFORE, to induce Secured Party to release its security interest in the Trademark Collateral and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BLUEIP and Secured Party agree as follows:


1. BLUEIP's predecessor granted to Secured Party a security interest in, among other things, the following "Trademark Collateral": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all prints or labels on which any of the foregoing appear, and all designs and general intangibles of a like nature, and the goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely embody such goodwill, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, (b) all extensions or renewals thereof and (c) all goodwill appurtenant to, associated with or symbolized by any of the foregoing, all in accordance with the terms and conditions of the Security Agreement.

2. Secured Party hereby consents to the discharge of record of and does hereby release its security interest in the Collateral and the Trademark Collateral including without limitation those trademarks listed in Exhibit A attached hereto (the "Release Collateral").


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BLUE IP, INC.

By: 
Name: WALTER W STASIK
Title: CHAIRMAN'S CEO

ING (U.S.) CAPITAL, LLC

By: 
Robert L. Fellows
Director

STATE OF PA)
) SS:
COUNTY OF Butler)

Cheryl A.

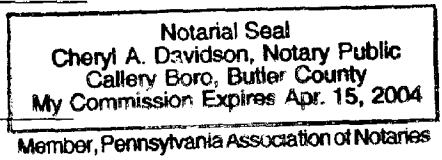
I, DAVIDSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WALTER W STASIK, CEO of BLUE IP, INC. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 30th day of May, 2002.

[Seal]

Cheryl A. Davidson

Signature of notary public
My Commission expires _____



STATE OF New York)
) SS:
COUNTY OF New York)

I, ROBERT ROSS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert L. Fellows, Director of ING (U.S.) Capital, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6TH day of AUGUST, 2002.

[Seal]

Robert Ross

Signature of notary public
My Commission expires JUNE 6, 2003

ROBERT ROSS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01R05079877
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 6, 2003

SCHEDULE A

U.S. Trademarks of Blue IP, Inc.
(formerly owned by H-V Technical Services, Inc.)

Trademark	Status	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
MANIPULET	Registered	H-V Technical Services, Inc.	71/667344	28-May-1954	616,153	15-Nov-1955
SOF-LOC	Registered	H-V Technical Services, Inc.	72/070668	1-Apr-1959	689,449	8-Dec-1959
MOLDMASTER	Registered	H-V Technical Services, Inc.	72/100514	8-Jul-1960	714,123	18-Apr-1961
MATCHMASTER	Registered	H-V Technical Services, Inc.	72/246566	25-May-1966	824,000	14-Feb-1967
HERMAN	Registered	H-V Technical Services, Inc.	72/317560	27-Jan-1969	882,460	16-Dec-1969
HERR-VOSS	Registered	H-V Technical Services, Inc.	73038631	4-Dec-1974	1,082,278	17-Jan-1978
STRAND EXTENSIONER	Registered	H-V Technical Services, Inc.	73/690058	9-Oct-1987	1,491,954	14-Jun-1988
H-V	Registered	H-V Technical Services, Inc.	75/461821	3-Apr-1998	2,412,819	12-Dec-2000