

09-04-2002

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



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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): ING (U.S.) CAPITAL, LLC 8.28.02
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)

1328050 1328051
886680

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): \$ 99.00
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)

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

Signature

August 27, 2002
Date

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

09/03/2002 LMUELLER 00000281 1328050

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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, Genesis 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 Genesis, in order to secure the payment, performance and observance of its obligations to Secured Party pursuant to the Credit Agreement, the Security Agreement or otherwise granted Secured Party a security interest in all its 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) which includes, without limitation, the Trademark Collateral (as defined below); and

WHEREAS, Genesis 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: Walter W Stasiak
Name: WALTER W STASIAK
Title: CHAIRMAN & CEO

ING (U.S.) CAPITAL, LLC

By: Robert L Fellows
Robert L. Fellows
Director

STATE OF PA)
)
COUNTY OF Butler) ss:

Cheryl A.

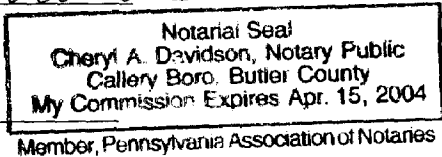
I, DAVIDSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that WALTER W STASIK, CEO of BLUE IP, INC. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person 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, 2005

ROBERT ROSS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01R05079877
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 6 2005

SCHEDULE A

U.S. Trademarks of Blue IP, Inc.
(formerly owned by Genesis Worldwide Inc.)

Trademark	Status	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
LION HEAD Design	Registered	Genesis Worldwide Inc.	73/478704	4-May-1984	1,328,050	2-Apr-1985
MONARCH	Registered	Genesis Worldwide Inc.	72/318913	11-Feb-1969	886,680	24-Feb-1970
MONARCH	Registered	Genesis Worldwide Inc.	73/478783	4-May-1984	1,328,051	2-Apr-1985