09-23-2002

102229170

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

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):
The Bank of Nova Scotia

9/17/02

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Bank

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

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

Name: MT Acquisition Corp. (merged into Mettler-Toledo, Inc., October 15, 1996)
Internal Address:
Street Address: 1900 Polaris Parkway

City: Columbus State: OH Zip: 43240

- ☐ Individual(s) Citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ 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

Execution Date: May 18, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
See Schedule F attached hereto

B. Trademark Registration No.(s)
See Schedule F attached hereto

Additional number(s) attached ☒ Yes ☐No

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

Name: Thomas M. Rowland
Internal Address: Fried Frank Harris Shriver & Jacobson

Street Address: One New York Plaza

City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved: 58

7. Total fee (37 CFR 3.41).....$1,465.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
2002 SEP 17 AM 9:16
FINANCE SECTION

1. 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.

Thomas M. Rowland
Name of Person Signing

Thomas M. Rowland
Signature

September 17, 2002
Date

Total number of pages including cover sheet, attachments, and document: 8

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

09/20/2002 GTON11 00000257 1981690

01 FC:481 40.00 OP
02 FC:482 1425.00 OP

Schedule E

Trademark Registrations and Trademark Applications

MT ACQUISITION CORP.

(Trademark Registrations)

Reg. No.	Reg. Date	Trademark
1,981,690	06/18/96	Lynx
1,986,340	07/09/96	Scalevision
1,996,109	08/20/96	Ultrares
1,968,859	04/16/96	Pilar
1,977,032	05/28/96	Mettler Toledo
1,896,867	05/30/95	Mentor
1,884,263	03/14/95	Jaguar
1,785,365	08/03/93	Intelli-Net
1,742,172	12/22/92	Space-Weigh
1,761,979	3/30/93	Vertex
1,745,089	01/05/93	Smart Touch
1,652,232	07/30/91	Powercell
1,668,296	12/17/91	Mettler
1,667,394	12/10/91	Design Only
1,571,431	12/12/89	Digitol
1,392,628	05/06/86	Mettler Service Plus

Reg. No.	Reg. Date	Trademark
1,366,511	10/22/85	Batchelor
1,343,900	06/25/85	Weight-Plate
1,249,718	08/30/83	Phototrode
1,227,391	02/15/83	Mettler
1,205,251	08/17/82	Masstron
1,218,181	11/30/82	Cranemate
1,205,250	08/17/82	Flexmount
1,205,249	08/17/82	Truckmate
1,209,580	09/21/82	Masstron
1,196,680	06/01/82	Memotitrator
1,191,602	03/09/82	Deckmate
1,137,247	06/24/80	Deltarange
1,122,219	07/17/79	Railmaster
1,045,333	08/03/76	Bridgemaster
1,014,395	06/24/75	Mettler
849,794	05/28/68	Mettler
839,562	11/28/67	Price Rite
722,548	10/10/61	Superwrapper
775,799	08/25/64	Expressweigh
770,786	06/02/64	Sentinel
732,700	06/12/62	Auto-Labeler
719,974	08/15/61	Mettler

Reg. No.	Reg. Date	Trademark
722,378	10/03/61	Mettler
699,786	06/21/60	Valuematic
677,307	04/21/59	Remocon
512,073	07/12/49	Printweigh
660,092	04/01/58	Toledo
656,794	01/07/58	Speed-Pak
629,950	07/03/56	Computagram
540,633	04/10/51	Toledo
368,234	06/13/39	Speedweigh
358,159	06/28/38	Guardian
281,297	03/17/31	T & Design

MT ACQUISITION CORP. – Schedule F

(Trademark Registrations)

Reg. No.	Reg. Date	Trademark
2,100,316	09/23/97	Mastertech
2,093,685	09/02/97	Panther
2,082,433	07/22/97	Lynxbatch
2,107,747	10/21/97	Winbridge
2,088,408	08/12/97	Puma
2,049,895	04/01/97	Predator
2,034,520	01/28/97	Solo
2,018,316	11/19/96	Spider
2,036,028	02/04/97	Mettler Toledo

The Bank of Nova Scotia
One Liberty Plaza, 26th Floor
New York, New York 10006

May 18, 2001

To: Mettler-Toledo International Inc.
Mettler-Toledo, Inc.
Mettler-Toledo Holding Inc.
The Parties Identified on Annex A hereto
c/o Mettler Toledo Holding Inc.
Im Langacher
P.O. Box MT-100
CH 8606
Greifensee, Switzerland

Ladies and Gentlemen:

Reference is hereby made to the certain Credit Agreement, dated as of October 15, 1996, as amended and restated as of May 29, 1997 and as further amended and restated by the Second Amended and Restated Credit Agreement dated as of November 19, 1997 (as so amended and restated and as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; unless otherwise defined herein, capitalized terms used herein have the meanings assigned to them in the Credit Agreement), among METTLER-TOLEDO INTERNATIONAL INC., a Delaware corporation; METTLER-TOLEDO, INC., a Delaware corporation; METTLER-TOLEDO HOLDING AG, a corporation organized under the laws of Switzerland; SAFELINE HOLDING COMPANY, an unlimited liability company organized under the laws of England; METTLER-TOLEDO INC., a Canadian corporation; the several SUBSIDIARY SWING LINE BORROWERS named therein; the several financial institutions from time to time party thereto (the "Lenders"); MERRILL LYNCH & CO., MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Arranger and Documentation Agent, THE BANK OF NOVA SCOTIA, as Administrative Agent, CREDIT SUISSE FIRST BOSTON, as a co-agent and as a Swing-Line Lender, and ABN AMRO BANK, BANK OF TOKYO-MITSUBISHI TRUST COMPANY, BANKERS TRUST COMPANY, COMPAGNE FINANCIERE DE CIC ET DE L'UNION EUROPEENNE, GOLDMAN SACHS CREDIT PARTNERS L.P., THE INDUSTRIAL BANK OF JAPAN TRUST COMPANY and SOCIETE GENERAL as co-agents.

Further to the request of the US Borrower pursuant to Section 11.21 (Release of Collateral) of the Credit Agreement, the Administrative Agent for itself and the Lenders hereby irrevocably releases the Lien of the Loan Documents (as well as of Swap Contracts with Lenders or their Affiliates) on the Collateral, and confirms that with effect from the date hereof each of the Security Documents, including all liabilities and obligations under such Security Documents of Holding and its Subsidiaries to the extent parties thereto (each a "Grantor"), are hereby terminated except only those liabilities and

TRADEMARK
REEL: 002577 FRAME: 0978

obligations of the Grantors and the Administrative Agent under such Security Documents that are specified therein to survive termination thereof.

The Administrative Agent hereby agrees that, at the sole cost and expense of the relevant Grantor:

(a) it shall promptly assign, transfer and deliver to such Grantor, against receipt and without recourse to or warranty by the Administrative Agent, such of the Collateral as has been delivered by or on behalf of such Grantor to the Administrative Agent (including without limitation any original stock certificates, together with any associated stock powers or transfers delivered by such Grantor in relation thereto, and any original title deeds with respect to any of the Collateral); and

(b) it shall, upon request by any Grantor, execute and deliver such other instruments of termination, surrender, release, discharge, reassignment and reconveyance pertaining to the Liens under the Security Documents (including, without limitation, Uniform Commercial Code termination statements, mortgage releases and intellectual property releases) as any Grantor may reasonably request in order to confirm or give effect to the surrender, release, discharge, and/or termination of such Liens.

This letter shall be governed by and construed in accordance with the law of the State of New York, without regard to principles of conflicts of law thereof that would require the application of the laws of a jurisdiction other than such State.

Very truly yours,

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name: Todd Meller
Title: Managing Director

fflo01\chattni\34649.1

TRADEMARK
REEL: 002577 FRAME: 0979

ANNEX A

Each Subsidiary of Holding which has entered into any Security Document, including without limitation the following:

Mettler – Toledo Gesellschaft m.b.H

N.V. Mettler – Toledo S.A.

Mettler – Toledo Analyse Industrielle S.a.r.l

Mettler – Toledo S A

Garvens Automation GmbH

Getmore Gesellschaft für Marketing & Media Service GmbH

Mettler – Toledo (Albstadt) GmbH

Mettler – Toledo GmbH

Mettler – Toledo Holding Deutschland GmbH

Mettler – Toledo Management Holding Deutschland GmbH

Ohaus Waagen Vertriebsgesellschaft GmbH

Mettler – Toledo AB

Mettler – Toledo AG

Mettler – Toledo Holding AG

Mettler – Toledo Logistik AG

Mettler – Toledo (Schweiz) AG

Microwa Prazisionswaggen AG

Mettler – Toledo Ltd

Safeline Holding Company

Hi – Speed Checkweigher Co., Inc.

Mettler – Toledo International Inc.

Mettler – Toledo, Inc.

Mettler – Toledo Process Analytical,Inc.

Ohaus Corp

TRADEMARK

RECORDED: 09/17/2002

REEL: 002577 FRAME: 0980