09-23-2002

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

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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: Company 1 - Mettler-Toldeo Process Analytical Inc., 299 Washington Street, Woburn, MA 01801

Name: Company 2 - Hi-Speed Checkweigher Co., Inc., 5 Barr Road, Ithaca, NY 14850

Name: Company 3 - Ohaus Corporation, 19A Chapin Road, Pine Brook, NJ 07158

- ☐ 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: 39

7. Total fee (37 CFR 3.41).....$990.00

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

8. Deposit account number:

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

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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

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

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01 FC:481 40.00 OP
02 FC:482 950.00 OP

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Schedule E

Trademark Registrations and

Applications For Trademark Registrations

OHAUS - Trademarks

Reg. No.	Reg. Date	Trademark
1,437,797	04/28/87	Design Only
1,436,267	04/14/87	Design Only
1,439,006	05/12/87	Design Only
1,437,111	04/21/87	Design Only
1,437,110	04/21/87	Design Only
1,244,301	07/05/83	Lume-O-Gram
1,244,300	07/05/83	Port-O-Gram
1,340,158	06/11/85	Design Only
1,088,566	04/04/78	Primer
1,020,988	09/23/75	10-10
999,063	11/26/74	Cube-O-Gram
941,445	08/22/72	Check-O-Gram
942,752	09/12/72	5-0-5
870,859	06/10/69	Ohaus
789,984	05/25/65	Cent-O-Gram
790,692	06/08/65	Dial-O-Gram
793,638	08/03/65	Autogram

723,591	11/07/61	Dec-O-Gram
635,173	10/02/56	Sto-A-Weigh
551,269	11/27/51	Ohaus

OHAUS – Trademark Applications/Registrations

Reg. No.	Reg. Date	Trademark
2,145,151	03/17/98	Scout
2,098,230	09/16/97	Explorer
2,107,789	10/21/97	Voyager
Serial No.	**Filing Date**	**Trademark**
75-049,365	01/29/96	Champ

HI-SPEED - Trademark Registrations

Reg. No.	Reg. Date	Trademark
1,895,939	05/30/95	Garvens
1,709,228	08/18/92	Ezway
1,692,555	06/09/92	Checkmate
1,656,652	09/10/91	Economate
1,550,733	08/08/89	Hi-Speed
1,342,285	06/18/85	Computa-Weigh II
1,317,840	02/05/85	UPC100
1,292,708	09/04/84	Trend-Tracker
1,115,179	03/20/79	Weightec
1,633,857	02/05/91	UPC50

1,178,972	11/24/81	Keyweigh
1,385,081	03/04/86	Keyweigh II
1,603,477	06/26/90	Micromate

HI-SPEED – Trademark Applications/Registrations

Serial No.	Filing Date	Trademark
75-106,459	05/20/96	Checkware
Reg. No.	**Reg. Date**	**Trademark**
2,034,212	01/28/97	Cornerstone

Process Analytical - Trademark Registrations and Trademark Applications

None.

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

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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

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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