

OIP E 30176  
DEC 03 2002  
PATENT & TRADEMARK

12/3/02

12-10-2002

Form PTO-1594 (Rev. 10/02) **RECORDATIO TRADE** **DEPARTMENT OF COMMERCE Patent and Trademark Office**

OMB No. 0651-0027 (exp. 6/30/2005) **102306489**

Tab settings  $\Rightarrow \Rightarrow \Rightarrow$   $\nabla$   $\nabla$   $\nabla$   $\nabla$   $\nabla$   $\nabla$   $\nabla$

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Dresdner Bank AG, New York and Cayman Branches</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Cooperheat-MOS, Inc.</u>  Internal  Address: _____  Street Address: <u>5858 Westheimer, Ste. 625</u>  City: <u>Houston</u> State: <u>TX</u> Zip: <u>77057</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Release</u></p> <p>Execution Date: <u>November 22, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>2,210,891</u>                      <u>1,741,770</u>  <u>1,745,798</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	--

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Amy Gulinson</u>  Internal Address: <u>Husch &amp; Eppenberger, LLC</u>  _____  _____  Street Address: <u>1200 Main Street, Ste. 1700</u>  _____  City: <u>Kansas City</u> State: <u>MO</u> Zip: <u>64105</u></p>	<p>6. Total number of applications and registrations involved: ..... <b>3</b></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
--	--

**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.*

Lisa Robison                                      Lisa Robison                                      12/2/02  
Name of Person Signing                                      Signature                                      Date

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

12/09/2002 LMUELLER 00000135 2210891

01 FC:8521                      40.00 OP  
02 FC:8522                      50.00 OP

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

## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

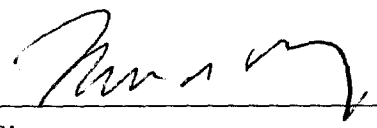
THIS RELEASE is made as of this 22 day of November, 2002, by Dresdner Bank AG, New York and Grand Cayman Branches ("Dresdner") as collateral agent for the Lenders (as defined in that certain COOPERHEAT INTELLECTUAL PROPERTY SECURITY AGREEMENT granted by Cooperheat, Inc. in favor of Dresdner, dated June 30, 1997 and recorded at the United States Patent and Trademark Office at Reel 2068/Frame 0623 – 0648 on March 18, 1999 and/or May 9, 2000 (the "Security Agreement")), in favor of Cooperheat-MQS, Inc. ("Company"). Subsequent to the execution of the Security Agreement, Cooperheat, Inc. was merged into MQS Inspection, Inc., and the name of the surviving entity was changed to Cooperheat-MQS, Inc.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Dresdner hereby unconditionally and expressly releases, terminates, and extinguishes any and all of its and Lenders' right, title and interest in and to, and any and all liens and security interests it may have upon, the Collateral (as defined in the Security Agreement), including without limitation the trademarks, service marks and related registrations listed on Exhibit A attached hereto and made a part hereof, and any other Copyrights or Trademarks (each as defined in the Security Agreement) (the Collateral and all such Copyrights and Trademarks are hereinafter collectively referred to as the "Secured Collateral") (the right, title and interest of Dresdner and the Lenders in and to, and any and all liens and security interests Dresdner and Lenders may have upon, the Secured Collateral, are hereinafter referred to as the "Security Interest"), which Security Interest was established under and pursuant to that certain Credit Agreement dated as of June 30, 1997, and the Security Agreement, both between Cooperheat, Inc. and Dresdner (collectively, the "Agreements"). Dresdner hereby assigns to

Company all right, title and interest Dresdner or any Lender may have in the Secured Collateral. The Security Interest, and all rights of Dresdner and Lenders and all obligations and duties of Company under the Agreements to the extent they relate to the Secured Collateral, are hereby released and terminated. Dresdner further agrees to execute and deliver to Company any and all further documents or instruments and do any and all further acts which Company (or Company's agents or designees) reasonably request in order to confirm this Release and Company's right, title and interest in and to the Secured Collateral.

This Release shall be binding upon Dresdner's legal representatives, assigns and successors.

DRESDNER BANK AG, NEW YORK AND GRAND CAYMAN BRANCHES

By:   
Name: Thomas R. Brady  
Title: Director

By:   
Name: MATTHEW SAWYER  
Title: ASSOCIATE

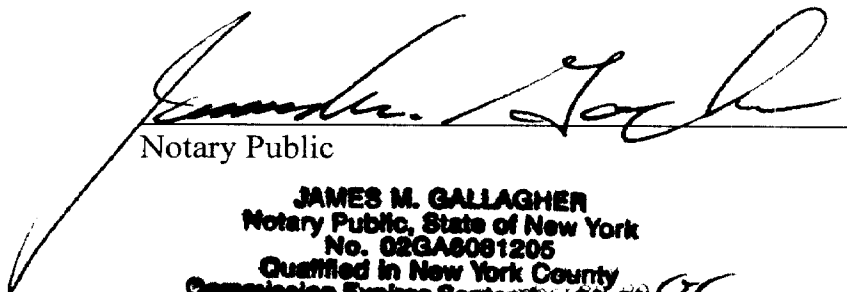
STATE OF NEW YORK )

COUNTY OF NEW YORK )

SS.

On this 22 day of November, 2002, before me appeared MATTHEW SAWYER, to me personally known, who being by me duly sworn did say that he/she is the ASSOCIATE of DRESDNER BANK AG, NEW YORK AND GRAND CAYMAN BRANCHES, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public  
**JAMES M. GALLAGHER**  
Notary Public, State of New York  
No. 02GA6091205  
Qualified in New York County  
Commission Expires September 30, 2006


My Commission Expires:

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

SS.

On this 22 day of November, 2002, before me appeared THOMAS BRADY, to me personally known, who being by me duly sworn did say that he/she is the DIRECTOR of DRESDNER BANK AG, NEW YORK AND GRAND CAYMAN BRANCHES, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

**JAMES M. GALLAGHER**  
Notary Public, State of New York  
No. 02GA6081205  
Qualified in New York County  
Commission Expires September 30, 2006

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A**

**Trademarks and Service Marks**

<b>TRADEMARK</b>	<b>FEDERAL REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
Cooperheat	2,210,891	12/15/98
Thermojet	1,741,770	12/22/92
CooperKnit	1,745,798	1/12/93