Forga PTO-1594 (Rev. 10/02) RECORD

12-10-2002

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**EPARTMENT OF COMMERCE** 3. Patent and Trademark Office

RA. (exp. 6/30/2005)	102300488	
Tab settings ⇔⇔ ♥ ▼	<b>Y Y Y</b>	
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): Fleet National Bank, as successor in interest to National Westminster Bank, NJ	2. Name and address of receiving party(ies)  Name: Cooperheat - MOS, Inc.  Internal  Address:	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other	Street Address: 5858 Westheimer, Ste. 625 City: Houston State: TX Zip: 77057  Individual(s) citizenship	
Additional name(s) of conveying party(ies) attached?  Yes  No 3. Nature of conveyance:	Association  General Partnership  Limited Partnership	
Assignment	Corporation-State Delaware	
Security Agreement Change of Name Other_Release	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)	
Execution Date: November 20, 2002	Additional name(s) & address( es) attached? 📮 Yes 📮 No	
4. Application number(s) or registration number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,741,770 891,523 1,745,798 1,733,649	
Additional number(s) at		
5. Name and address of party to whom correspondence concerning document should be mailed:  Amy Gulinson Name:	6. Total number of applications and registrations involved:	
Internal Address: Husch & Eppenberger, LLC	7. Total fee (37 CFR 3.41)\$\frac{115.00}{2} Enclosed  Authorized to be charged to deposit account	
Street Address: 1200 Main Street, Ste. 1700	8. Deposit account number:	
City: Kansas City State: MO Zip: 64105	(Attach duplicate copy of this page if paying by deposit account)	
	THIS SPACE	
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information copy of the original document.  Lisa Robison	12/2/02	
Name of Person Signing S	signature Date	

12/09/2002 LMUELLER 00000136 1741770

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

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40.00 DP 75.00 DP

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE is made as of this 20th day of November, 2002, by Fleet National

Bank, as successor in interest to National Westminster Bank NJ ("Bank") in favor of

Cooperheat-MQS, Inc. ("Company").

WHEREAS, Bank and Cooperheat, Inc. entered into a Loan and Security Agreement

dated June 18, 1992, pursuant to which Cooperheat, Inc. made that certain Security Agreement

Relating to Letters Trademark and Tradename dated as of the same date (the "Security

Agreement" and, together with the Loan and Security Agreement, the "Agreements") in favor of

Bank:

WHEREAS, the Security Agreement was recorded at the United States Patent and

Trademark Office at Reel 0882/Frame 327-342 on July 13, 1992;

WHEREAS, pursuant to the Security Agreement, Cooperheat, Inc. granted to Bank a

security interest (the "Security Interest") in its right, title and interest in and to the Collateral (as

defined in the Security Agreement) including without limitation the trademarks, service marks

and related registrations and applications, and the trade names, listed on Exhibit A attached

hereto and made a part hereof, and any other Trademarks or Tradenames (each as defined in the

Security Agreement) (the Collateral and all such Trademarks and Tradenames are hereinafter

collectively referred to as the "Secured Collateral"); and

WHEREAS, Cooperheat, Inc. was subsequently merged into MQS Inspection, Inc., and

the name of the surviving entity was changed to Cooperheat-MQS, Inc.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt

and adequacy of which is hereby a cknowledged, B ank hereby un conditionally and expressly

releases, terminates, and extinguishes the Security Interest and any and all of its right, title and

TRADEMARK REEL: 002630 FRAME: 0305

interest in and to the Secured Collateral, and Bank hereby assigns any such right, title and

interest it may have in the Secured Collateral (if any) to Company. The Security Interest, and all

rights of Bank and all obligations and duties of Company set forth in the Agreements to the

extent they relate to the Secured Collateral, are hereby released and terminated, and Bank hereby

expressly releases and discharges without limitation all claims, demands and causes of action

that Bank may now have or might subsequently accrue to it arising out of or connected with

directly or indirectly, the Agreements to the extent they relate to the Secured Collateral. Bank

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 Bank's legal representatives, assigns and successors.

FLEET NATIONAL BANK, as successor in

interest to

NATIONAL WESTMINSTER BANK NJ

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Sandra H. DeMazza

Title:

Assistant Vice President

Release of Trademark Security Agreement (NWB Form).DOC

TRADEMARK
REEL: 002630 FRAME: 0306

STATE OF <u>Connecticut</u> ) SS. Farmington COUNTY OF <u>Hartford</u> )		
On this 20th day of November, 2002, before me appeared Sandra H. DeMazza , to me personally known, who being by me duly sworn did say that he/she is the Assistant Vice President of FLEET NATIONAL BANK, 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 Shirley A. Twombley		
My Commission Expires:		
JAN. 31, 2005		

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## **EXHIBIT A**

## **Trademarks**

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
Thermojet	1,741,770	12/22/92
CooperKnit	1,745,798	1/12/93
Cooperheat	891,523	5/26/70
Thermojet	1,733,649	11/17/92

## **Trade Names**

- 1. Cooperheat
- 2. Sandtex
- 3. Santex USA
- 4. Cooperknit
- 5. Thermojet
- 6. Electric Arc

Release of Trademark Security Agreement (NWB Form).DOC

**RECORDED: 12/03/2002** 

TRADEMARK REEL: 002630 FRAME: 0308