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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): GE Capital CFE, Inc. 1-13-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SL Industries, Inc.
Internal Address:
Street Address: 520 Fellowship Road
City: Mt. Laurel State: NJ Zip: 08054
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 Termination of Security Interest
Execution Date: 12/20/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 74/666,647
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,155,211; 777,274; and 1,717,634.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Carol A. Rader, Parelegal
Internal Address: Wolf, Block, Schorr and Solis-Cohen LLP
Street Address: 1650 Arch Street, 22nd Fl. Philadelphia, PA 19103-2097
City: State: Zip:

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41).....\$ 115.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(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.
Elizabeth A. Grzywacz
Name of Person Signing
Signature
Date: 1/8/03

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

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

01/13/2003 DBYRNE 00000202 74666647

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

TRADEMARK REEL: 002647 FRAME: 0312

Schedule A

to Termination of Security Interest

List of Intellectual Property

<u>Corporate Owner</u>	<u>State of Formation</u>	<u>Address of Chief Executive Office</u>	<u>Notice Address</u>	<u>Intellectual Property</u>
SL Industries, Inc.	NJ	520 Fellowship Road Suite A-114 Mt. Laurel, NJ 08054	520 Fellowship Road Suite A-114 Mt. Laurel, NJ 08054	
Condor D.C. Power Supplies, Inc.	CA	2311 Statham Parkway Oxnard, CA 93033	520 Fellowship Road Suite A-114 Mt. Laurel, NJ 08054	US Pat No: 6,069,804 US Pat No: 4,999,594 US Pat No: 4,658,345 Licensee of: US Pat No: 5,734,562 (Richard Redl, Licensor) US Pat Nos: 5,734,562 & 4,441,146 (VLT Corp, Licensor) US Reissue No: 36,098 (VLT Corp, Licensor) France Pat No: 0100356 (VLT Corp, Licensor) Great Britain Pat No: 0100365 (VLT Corp, Licensor) Japan Pat No: 1518244 (VLT Corp, Licensor)
SL Montevideo Technology, Inc.	MN	2002 Black Oak Avenue Montevideo, MN 56265	520 Fellowship Road Suite A-114 Mt. Laurel, NJ 08054	US Trademark Reg. No.: 2,155,211 US Pat No: 6,137,251 US Pat No: 5,677,580 US Pat No: 5,905,348

<u>Corporate Owner</u>	<u>State of Formation</u>	<u>Address of Chief Executive Office</u>	<u>Notice Address</u>	<u>Intellectual Property</u>
RFL Electronics, Inc. (formerly Dowty RFL Industries)	DE	353 Powerville Road Boonton Township, NJ 07005	520 Fellowship Road Suite A-114 Mt. Laurel, NJ 08054	US TM Reg. No: 777,274 GB TM Reg. No: 8881915 IT TM Reg. No: 79262 Switzerland TM Reg. No. 196,604 Belgium TM Reg. No. 98551 US Pat No: 4,939,617 US Pat No: 5,150,270 US Pat No: 5,329,414 Licensee of Exclusive R&D/Exploitation License of Modified Modem Expander invention and improvements [not patented] (Kenneth Reed, Licensor) Licensee of Software License for "Netmon" Software Application [not patented] (SNMP Research Int'l, Licensor)
SL Surface Technologies, Inc. (formerly SL Modern Hard Chrome Inc.)	NJ	1416 South Sixth Street Camden, NJ 08102	520 Fellowship Road Suite A-114 Mt. Laurel, NJ 08054	US Service Mark Serial No: 74/666,647 <u>Unregistered Brand:</u> "We know wear and how" TM
Teal Electronics Corporation	CA	10350 Sorrento Valley Road San Diego, CA 92121	520 Fellowship Road Suite A-114 Mt. Laurel, NJ 08054	US TM Reg. No: 1,717,634 US Pat Application No: 09/596,172 US Pat Application No: 09/632,547 US Pat No: 5,012,382 <u>Unregistered In-Use Trade Names</u> TEAL TM TEAL Electronics TM TEAL Electronics Corporation TM <u>Unregistered In-Use marks:</u> TEALvRx TM TEALwave TM TEALtap TM TEALtran TM TEAL logo TM (since July 2000) We Power Technology TM Custom Power Solutions TM

**TERMINATION OF SECURITY INTEREST
(Intellectual Property)**

This **TERMINATION OF SECURITY INTEREST**, dated as of December 20, 2002, is made by GE Capital CFE, Inc., as Agent (the "Agent") under that certain Second Amended and Restated Credit Agreement dated as of December 13, 2001, as amended, by and among SL Industries, Inc. and SL Delaware, Inc.; GE Capital CFE, Inc., individually and as Agent for the other lenders identified therein; and the other lenders party thereto.

WHEREAS, SL Industries, Inc., SL Delaware, Inc. and their subsidiaries listed on the signature pages to that certain Intellectual Property Security Agreement dated as of February 26, 2002 (the "Grantors") have granted a security interest in certain personal property to the Agent, including, without limitation, a security interest in their intellectual property identified therein (the "Intellectual Property"); and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Intellectual Property, including, without limitation, the Intellectual Property identified on Schedule A hereto, as herein provided:

NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following Intellectual Property:

1. each trademark, trademark registration and trademark registration application of the Grantors, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule A attached hereto;
2. each patent and patent application of the Grantors, including, without limitation, the patents and patent applications referred to in Schedule A attached hereto;
3. each copyright and copyright application of the Grantors, including, without limitation, the copyright and copyright applications referred to in Schedule A attached hereto; and
4. each trademark and patent license to which any of the Grantors is a party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

GE CAPITAL CFE, INC.

By: Paul L. Puryea
Name: Paul L. Puryea, Jr.
Title: Vice President