

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
Fleet National Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: 08/14/03

2. Name and address of receiving party(ies)

Name: GP Strategies Corp.
Internal
Address: _____

Street Address: 777 Westchester Avenue, 4th Fl

City: White Plains State: NY Zip: 10605

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached schedule

Additional number(s) attached Yes No

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

Name: Jessica N. Cohen, Esq.

Internal Address: Morgan, Lewis & Bockius LLP

Attn.: TMSU

Street Address: 1111 Pennsylvania Avenue, NW

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DA 13-4520

DO NOT USE THIS SPACE

9. Signature.

Jessica N. Cohen

Name of Person Signing

Signature

October 21, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$315.00 134520 0839778

Additional name and address of receiving party:

General Physics Corporation
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>
HYDRON	839,778
HMS HYDRO MED SCIENCES (Design)	2,103,188
HYDRON	2,337,316
HYDRON	1,396,302
HYDRON	2,547,623
GP GENERAL PHYSICS CORPORATION	1,379,725
CHASTON	1,313,053
DRUG DELIVERY SYSTEMS? PRECISELY	2,385,279
Miscellaneous Design	1,277,773
MXL	1,054,675
FOG EATER	1,049,949
Miscellaneous Design	927,290

RELEASE OF SECURITY INTEREST

This Release of Security Interest is granted and conveyed as of August 14, 2003 (the "Effective Date") by Fleet National Bank, a national banking corporation, as agent ("Fleet"), in favor of GP Strategies Corporation, a Delaware corporation ("GPS") and General Physics Corporation, a Delaware Corporation ("GPC").

WHEREAS, on December 14, 2001, GPS and GPC filed a Second Amended and Restated Borrowers Security Agreement (the "Security Agreement") at the United States Patent and Trademark Office ("PTO") under which GPS and GPC granted to Fleet a security interest in, among other things, the trademarks listed on the attached Schedule A, the federal registrations therefor, and the goodwill associated therewith (collectively, the "Marks"), and such Security Agreement was recorded at the PTO at Reel/Frame No. 002518/0427 on June 5, 2002.

WHEREAS, GPS and GPC satisfied all of their outstanding obligations under the Security Agreement, and the parties seek to make of record Fleet's release of its security interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Fleet hereby (i) terminates, releases, discharges and relinquishes its security interest in the Marks and (ii) reassigns to GPS and GPC, as of December 14, 2001, all rights, title and interest it may have had in the Marks, including the goodwill associated with the Marks, any and all applications or registrations therefor, and the right to sue for past, present and future infringements, and the proceeds thereof, including without limitation license royalties and proceeds of infringement suits. Fleet specifically acknowledges that the Security Agreement is no longer effective, and it does not own any rights, title or interest in the Marks, including without limitation any royalties or other income generated by the Marks, whether existing on the date of execution of the Security Agreement or thereafter created. Fleet hereby agrees to execute and deliver at a future date any additional documents that GPS and/or GPC or their successors and assigns, determines may be necessary to release and terminate the prior grant of security interest in and to the Marks or any other collateral under the Security Agreement.

IN WITNESS WHEREOF, Fleet has caused this Release of Security Interest to be duly executed in its name by its proper corporate officer effective as of the date first written above.

FLEET NATIONAL BANK, as agent

By: Martha Novak
 Name: Martha Novak
 Title: Vice President

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