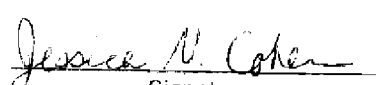


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Fleel National Bank</u>  <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 checked="" type="checkbox"/> Other <u>National Banking Corporation</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>GP Strategies Corp.</u> Internal _____ Address: _____  Street Address: <u>777 Westchester Avenue, 4th Fl</u> City: <u>White Plains</u> State: <u>NY</u> Zip: <u>10605</u>  <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 _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <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 of Security Interest</u>  Execution Date: <u>08/14/03</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) _____ <u>See attached schedule</u> _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jessica N. Cohen, Esq.</u>  Internal Address: <u>Morgan, Lewis &amp; Bockius LLP</u> <u>Attn: TMSU</u>  Street Address: <u>1111 Pennsylvania Avenue, NW</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004</u>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">12</span>  7. Total fee (37 CFR 3.41).....\$ <u>315.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>DA 13-4520</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Jessica N. Cohen</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>October 21, 2003</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span> </div>		

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Additional name and address of receiving party:

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

**SCHEDULE A**

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>
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

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**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

**SCHEDULE A**

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>
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