

06-30-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102485568 ▼

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): LaSalle Business Credit, LLC,
successor by merger to LaSalle Business Credit, Inc., on its own
behalf and as collateral agent for itself and LaSalle Business
Credit, a division of ABN AMRO Bank Canada

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐ Other Delaware 6-10-03

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Intellectual Property Security Interests

Execution Date: January 17, 2003

2. Name and address of receiving party(ies)

Name: Numatics, Incorporated

Internal

Address:

Street Address: 1450 N. Milford Road

City: Highland State: MI Zip: 48357

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Michigan☐ 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) _____
see attached scheduleB. Trademark Registration No.(s) _____
see attached scheduleAdditional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Santo Manna, Esq.

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and
registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Barbara Bauer-Padron

Name of Person Signing

Signature

June 6, 2003

Date

Total number of pages including cover sheet, attachments, and document: 1

6/27/2003 ECDOOPER 00000156 500675 667283

1 FC:8521
2 FC:852240.00 DA
125.00 DA

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

TRADEMARK
REEL: 002766 FRAME: 0570

CONTINUATION OF ITEM 2

Names of receiving parties:

2. Numation, Inc.
1424 Chester Industrial Parkway
Avon, OH 44011
A Michigan corporation
3. Numatics GmbH
Otto-von Guericke Strabe 14
St. Augustin, 53757
Federal Republic of Germany
A German business entity
4. Foothill Capital Corporation
140 E. 45th Street, 44th Floor
New York, NY 10017
A California corporation

SCHEDULE B

to

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Trademark and Service Mark Registrations and Applications

Owner Numatics, Incorporated

Federal Trademarks

NUMATICS	Reg. No. 667,283	Reg. Date 9/23/58
NUMATROL	Reg. No. 747,457	Reg. Date 4/2/63
FLEXIBLOK	Reg. No. 912,270	Reg. Date 6/8/71
NUMASIZING	Reg. No. 1,211,033	Reg. Date 9/28/82
NUMATICS ACTUATOR	Reg. No. 1,620,822	Reg. Date 11/6/90

Pending Applications

NUMATECH	App. No. 75/818,621	(pending)
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State Trademarks

NUMATICS	Michigan Reg. No. ID #M 00-024	Renewed 5/25/00
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS (the "Release") is made and effective as of the date indicated below and is granted by LaSalle Business Credit, LLC, successor by merger to LaSalle Business Credit, Inc. ("Releasor"), on its own behalf and as collateral agent for itself and LaSalle Business Credit, a division of ABN AMRO Bank Canada ("LaSalle Canada"), in favor of Numatics, Incorporated ("Numatics"), Numatics GmbH, Numation, Inc. (Numatics, Numatics GmbH and Numation, Inc. are hereinafter collectively referred to as "Releasees"), and Foothill Capital Corporation.

WHEREAS, Numatics and Releasor entered into that certain Loan Agreement dated as of November 28, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which Releasor extended credit to Numatics;

WHEREAS, pursuant to the Loan Agreement, Numatics and Releasor (on its own behalf and as collateral agent for itself and LaSalle Canada) entered into (a) that certain Patent Security Agreement dated as of November 28, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), (b) that certain Trademark Security Agreement dated as of November 28, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), and (c) that certain Copyright Security Agreement dated as of November 28, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Copyright Security Agreement") (the Patent Security Agreement, the Trademark Security Agreement and the Copyright Security Agreement are hereinafter collectively referred to as the "Security Agreements");

WHEREAS, pursuant to the Patent Security Agreement, Numatics granted to Releasor a continuing security interest in, among other things, all of Numatics' right, title and interest in and to the Patents (as defined in the Patent Security Agreement), including without limitation the patents and patent applications set forth in Schedule A attached hereto (as such schedule may have been amended or supplemented from time to time) (collectively, the "Patent Collateral");

WHEREAS, pursuant to the Trademark Security Agreement, Numatics granted to Releasor a continuing security interest in, among other things, all of Numatics' right, title and interest in and to the Trademarks (as defined in the Trademark Security Agreement), including without limitation the trademark and service mark registrations and applications set forth in Schedule B hereto (as such schedule may have been amended or supplemented from time to time) and all rights corresponding to any of the foregoing throughout the world and the goodwill of Numatics' business connected with the use of and symbolized by the Trademarks (collectively, the "Trademark Collateral");

WHEREAS, pursuant to the Copyright Security Agreement, Numatics granted to Releasor a continuing security interest in, among other things, all of Numatics' right, title and

interest in and to the Copyrights (as defined in the Copyright Security Agreement), including without limitation the copyrights, copyright registrations and copyright applications set forth in Schedule C hereto (as such schedule may have been amended or supplemented from time to time) (collectively, the "Copyright Collateral" and, together with the Trademark Collateral and the Patent Collateral, the "Secured Collateral");

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office on December 7, 2001 at Reel 012333/Frame 0506 – 0519, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on December 7, 2001 at Reel 002404/Frame 0181 – 0190, and the Copyright Security Agreement was recorded at the United States Copyright Office on December 6, 2001 at Volume 3479/Page 946;

WHEREAS, Releasees have requested that Releasor release and discharge fully the security interest in and to the Secured Collateral conveyed to Releasor by Numatics or any other Releasee or affiliate of Numatics pursuant to the Financing Agreements (as defined in the Security Agreements), the Loan Agreement, the Security Agreements and/or any other agreement, whether such Secured Collateral is owned by Numatics, any other Releasee or any other affiliate of Numatics (the "Security Interest"); and

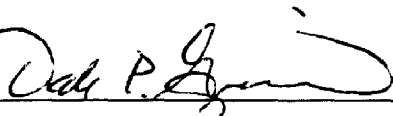
WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives, assigns, and as collateral agent for itself and LaSalle Canada, hereby releases and discharges fully the Security Interest and all other right, title and interest in and to the Secured Collateral conveyed to Releasor (if any) pursuant to the Loan Agreement, the Security Agreements and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Secured Collateral (if any) to Numatics or such other Releasee or affiliate of Numatics, as applicable. Releasor further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or Releasees' agents or designees) reasonably request in order to confirm this Release and Releasees' right, title and interest in and to the Secured Collateral. Releasor makes no representation or warranty with respect to the reassignment (if any) of the Secured Collateral hereunder, except that the Secured Collateral shall be free from liens, security interests and encumbrances in favor of Releasor, its successors, legal representatives, assigns and LaSalle Canada.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed
as of the 17th day of JANUARY 2003.

LASALLE BUSINESS CREDIT, LLC (successor by
merger to LaSalle Business Credit, Inc.)
on its own behalf and as Collateral Agent for itself and
LaSalle Business Credit, a division of ABN AMRO Bank
Canada

By: 

Name: DALE P. GRZENIA

Title: FIRST VICE PRESIDENT

SCHEDULE A
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Patents and Patent Applications

Owner Numatics, Incorporated

Registered Patents

4,995,421	Issued 2/26/91	Lock-Out Valve with Controlled Restart
5,522,431	Issued 6/4/96	Solenoid Valve Control System
5,560,281	Issued 10/1/96	Linear Slide Apparatus and Method of Combining Two or More Linear Slides ¹
5,595,413	Issued 1/21/97	Fluid Actuated Gripper ²
5,992,461	Issued 11/30/99	Solenoid Valve Housing
6,053,198	Issued 4/25/00	Solenoid Valve Control System
6,164,323	Issued 12/26/00	Solenoid Valve Control System
6,257,277	Issued 7/10/01	Modular Multiple Output Pneumatic Pressure Valve
6,273,318	Issued 8/14/01	Welding Gun Cylinder with Control Valve
6,176,639	Issued 1/23/01	Fixing Unit for Cylinders ³

Patent Applications

09/577,941	Filed 5/23/00	Circuit Board Retainer
09/583,470	Filed 5/31/00	Modular Multiple Output Pneumatic Pressure Valve
09/589,689	Filed 6/8/00	Welding Gun Cylinder with Control Valve
09/798,141	Filed 3/2/01	Modular Multiple Output Pneumatic Pressure Valve

¹ Assigned to Numation, Inc.

² Assigned to Numation, Inc.

³ Assigned to Numatics GmbH

SCHEDULE C
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Registered Copyrights

<u>Owner</u>	Numatics, Incorporated		
Practical Air Valve Sizing	A480,362	published 10/5/73	
Practical Air Circuitry	A857,864	published 6/1/66	
Numatrol Components Catalog	A932,175	published 6/5/66	
Numatrol Handbook	A932,176	published 7/12/66	
The Numatrol Diagram – 502B	A866,461	published 6/1/66	
Numatrol Control System for Horizontal or Overhead Arms	A722,025	published 9/27/64	
Numa-Cad	TX-3-085-431	5/28/91	-----

SCHEDULE B**10****RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS****Trademark and Service Mark Registrations and Applications****Owner** Numatics, Incorporated**Federal Trademarks**

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FLEXIBLOK	Reg. No. 912,270	Reg. Date 6/8/71
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Pending Applications

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