

06-30-2003



102485566

Form PTO-1594

(Rev. 03/01)

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

Tab settings ⇐ ⇐ ⇐ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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):

American Capital Financial Services, Inc. 6.10.03

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

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 30, 2003

## 2. Name and address of receiving party(ies)

Name: Numatics, Incorporated

Internal

Address:

Street Address: 1450 N. Milford

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 schedule

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: Santo Manna, Esq.

Internal Address: Schulte Roth &amp; Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

## 6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

500675 - Schulte Roth &amp; 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: ☐

06/27/2003 ECDOPER 00000158 500675 667203

01 FC:8521  
02 FC:852240.00 DA  
150.00 DA

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

TRADEMARK  
 REEL: 002767 FRAME: 0474

**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. 45<sup>th</sup> Street, 44<sup>th</sup> Floor  
New York, NY 10017  
A California corporation

**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 <sup>1</sup>
5,595,413	Issued 1/21/97	Fluid Actuated Gripper <sup>2</sup>
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 <sup>3</sup>

**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

---

<sup>1</sup> Assigned to Numation, Inc.

<sup>2</sup> Assigned to Numation, Inc.

<sup>3</sup> Assigned to Numatics GmbH

**SCHEDULE B**  
to  
**RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS**  
**Trademark and Service Mark Registrations and Applications**

**Owner**          Numation, Inc.

NONE.

**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
NURESCO	Reg. No. 929,427	Reg. Date 2/22/72
NUMASIZING	Reg. No. 1,211,033	Reg. Date 9/28/82
NUMATICS ACTUATOR	Reg. No. 1,620,822	Reg. Date 11/6/90

**Pending Federal Applications**

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

**SCHEDULE B**  
**to**  
**RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS**  
**Trademark and Service Mark Registrations and Applications**

**Owner**            Numation, Inc.

NONE.

**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
NURESO	Reg. No. 929,427	Reg. Date 2/22/72
NUMASIZING	Reg. No. 1,211,033	Reg. Date 9/28/82
NUMATICS ACTUATOR	Reg. No. 1,620,822	Reg. Date 11/6/90

**Pending Federal Applications**

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

**State Trademarks**

NUMATICS	Michigan Reg. No. ID #M00-024	Renewed 5/25/00
----------	-------------------------------	-----------------

**SCHEDULE C**  
**to**  
**RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS**

**Registered Copyrights**

**Owner**          Numation, Inc.

NONE.

**Owner**          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	

# **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 American Capital Financial Services, Inc. ("Releaser"), in favor of Numatics, Incorporated ("Numatics"), Numation, Inc. ("Numation"), Numatics GmbH (Numatics, Numation and Numatics GmbH are sometimes hereinafter collectively referred to as "Releasees") and Foothill Capital Corporation.

WHEREAS, Numatics and Releaser entered into that certain Note Purchase Agreement dated as of November 28, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") pursuant to which certain purchasers agreed to purchase notes issued by Numatics;

WHEREAS, pursuant to the Note Purchase Agreement, Numatics, Numation and Releaser (as agent for the Purchasers, as defined in the Security Agreement defined below) entered into that certain Intellectual Property Security Agreement dated as of November 28, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Numatics and Numation granted to Releaser a continuing first priority security interest in, among other things, all of their right, title and interest in and to the Intellectual Property Collateral (as defined in the Security Agreement) including, without limitation, the following:

- (i) the patents and patent applications set forth in Schedule A attached hereto, including without limitation divisions, continuations, renewal, reissues, extensions and continuations-in-part of same (as such schedule may have been amended or supplemented from time to time);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto and all goodwill associated with the foregoing (as such schedule may have been amended or supplemented from time to time);
- (iii) the registered copyrights and applications for copyright registrations set forth in Schedule C hereto (as such schedule may have been amended or supplemented from time to time); and
- (iv) the domain names and registrations set forth in Schedule D hereto (as such schedule may have been amended or supplemented from time to time);

(all of the foregoing, together with the Intellectual Property Collateral, are hereinafter collectively referred to as the "Secured Collateral").

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on January 4, 2001 at Reel 002416/Frame 0633 – 0670 and at Reel 012407/Frame 0319 – 0353, 0377 – 0394 and 0403 - 0420;

WHEREAS, Releasees have requested that Releasor release and discharge fully the security interest in and to the Secured Collateral conveyed to Releasor by Releasees pursuant to the Note Purchase Agreement, the Security Agreement and/or any other agreements (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 the Purchasers (as defined in the Security Agreement), 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 Note Purchase Agreement, the Security Agreement 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, Numation, 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.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed  
as of the 30<sup>th</sup> day of January 2003.

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By: 

Name: Mark Schindel

Title: Vice President

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF Illinois

COUNTY OF Cook

SS.:

On this 30<sup>th</sup> day of January 2003, before me, the undersigned, personally  
appeared Mark Schindel, personally known to me or proved to me on  
the basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by  
his/her signature on the instrument, the individual, or the person upon behalf of which the  
individual acted, executed the instrument.



[NOTARY SEAL]

