

8-7-03

08-14-2003

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

102524856

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231
Attached original documents or copy thereof.

1. Name of conveying party(ies):
Fifth Third Bank, Indiana (Central)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Indiana banking corporation

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

2. Name and address of receiving party(ies)
Name: OSC Acquisition, LLC
Internal
Address: 1150 West Kilgore Avenue
Street Address: _____
City: Muncie State: IN Zip: 47305

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

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 Release of Security Interest

Execution Date: August 5, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 11

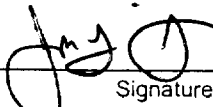
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Josh S. Ridout
Internal Address: Paul, Hastings, Janofky & Walker, LLP
Street Address: 515 S. Flower Street, 25th Floor
City: Los Angeles State: CA Zip: 90071

7. Total fee (37 CFR 3.41).....\$ 290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-0752
(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.

Josh S. Ridout  8/7/03
Name of Person Signing Signature Date

Total number of pages, including cover sheet, attachments, and document: 11

08/13/2003 6TOM11 00000215 160752 1431707
01 FC:0521 40.00 DA
02 FC:0522 250.00 DA

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

TRADEMARK
REEL: 002801 FRAME: 0145

ATTACHMENT TO TRADEMARK RECORDATION COVER SHEET

Registered Trademarks

<u>Trademark</u>	<u>Trademark Number</u>
FACS (and Design)	Reg. No. 1431787
GUARANTEED CONTACTS	Reg. No. 1581239
GC MVP	Reg. No. 2365973
CT VISION	Reg. No. 2056336
FACS CHECKWRITER (and Design)	Reg. No. 2373211
INTEGRADIAL	Reg. No. 2347558
DEBTMASTER	Reg. No. 1600616
COMTRONIC	Reg. No. 1612785

Trademark Applications

ARTIVA	Serial No. 76/284,166
ARTIVA (Stylized)	Serial No. 76/284,167
ARCHITECT (Stylized)	Serial No. 75/818237

RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property ("Release") is made as of August 5, 2003, by FIFTH THIRD BANK, INDIANA (CENTRAL) ("Bank").

BACKGROUND

ONTARIO CORPORATION, ONTARIO SYSTEMS CORPORATION AND COMTRONIC SYSTEMS, INC. (collectively, the "Companies"), certain related parties of the Companies, and the Bank are parties to certain agreements pursuant to which the Bank, among other things, extended to the Companies and certain related parties of the Companies certain credit facilities, repayment of which is secured by a security interest in substantially all of the assets of the Companies, including but not limited to the patents, trademarks and copyrights of the Companies listed in Schedule A hereto ("Intellectual Property").

Of even date herewith, OSC Acquisition, LLC, a Delaware limited liability company ("Buyer") is purchasing, in addition to other assets, certain of the Intellectual Property. In order that the Buyer may have clear title in and to the purchased Intellectual Property, Bank has agreed to release its security interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Bank hereby waives and releases all of its right, title and interest now owned or hereinafter acquired that it may have whether by assignment or otherwise in and to any mortgage and continuing security interest and collateral assignment in the Intellectual Property, including without limitation the following:

1. Patents

(i) the entire right, title and interest in and to the patent applications and patents listed in Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents");

(ii) to the extent permitted under any license or other agreement, all license agreements with any other person entered into in connection with any Patents or such other person's patents or patent registrations or applications, whether any Company is a licensor or licensee under any such license agreement and all tangible property covered by any of the licenses (collectively, the "Patent Licenses"); and

2. Copyrights

(i) All copyrights and rights and interests in copyrights and works protectable by copyright and all renewals and extensions thereof, all copyright registrations and applications for registration of any such copyrights in the United States of America or any other country, including, without limitation, (i) all copyrights, distribution rights, licenses, and any and all other rights or interests in copyrights in the works listed on Schedule A attached hereto and made a part hereof, (ii) all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright and (iii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights");

(ii) To the extent permitted under any license or other agreement, all license agreements with any other person entered into in connection with any Copyrights or such other person's copyrights or copyright registrations or applications, whether any Company is a licensor or licensee under any such license;

(iii) Any and all proceeds of the foregoing including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof; and

3. Trademarks

(i) The entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto, including without limitation all renewals thereof, all proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good-will of the business to which each of the Trademarks relates;

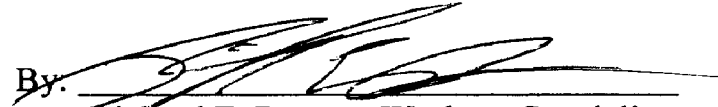
(ii) To the extent permitted under any license or other agreement, all license agreements with any other person entered into in connection with any Trademark or such other person's trademarks or trademark registrations or applications, whether any Company is a licensor or licensee under any such license agreement and all tangible property covered by any of the licenses (collectively, the "Trademark Licenses").

4. Further Actions. Bank agrees to take any and all further action requested by Companies and reasonably necessary or desirable to carry out the purpose of this Release (which further action shall be at the sole expense of Companies).

WITNESS the execution hereof under seal as of the day and year first above written.

BANK:

**FIFTH THIRD BANK, INDIANA
(CENTRAL)**

By: 
Richard E. Boman, Workout Specialist

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Michigan)
) : ss
COUNTY OF Kent)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1st day of August, 2003, personally appeared Richard Boman to me known personally, and who, being by me duly sworn, deposes and says that he is the Workar Spence of Fifth Third Bank, Indiana (Central), and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation.

Nadine Gayle Fonner
Signature, Notary Public

NADINE GAYLE FONNER
Printed, Notary Public

My commission expires:

10/17/2005

County of Residency:

Kent County

NADINE GAYLE FONNER
County Of Commission: Kent
Commission Expiration Date: 10/17/2005

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
DATED AUGUST 5, 2003
BY
FIFTH THIRD BANK, INDIANA (CENTRAL)**

See attached (four (4) pages)

Owner	Patent No.	Date	Title	Country	Ser. No.	Filed	Status
Ontario Corp.			IMPROVED COLLECTION SYSTEMS DATABASE ARCHITECTURE	United States	60/368,362	3/28/02	Pending
Formerly owned by Ontario Corp.; presently owned by Ontario Systems Corp.			IMPROVED COLLECTION SYSTEM DATABASE ARCHITECTURE	United States	10/292,794	11/12/02	Pending
Ontario Corp.	4,882,823		SUPERPLASTIC FORMING DIFFUSION BONDING PROCESS	United States		1/28/89	Issued

Owner	Reg. No.	Title	Date	Country	Filed	Status
Ontario Systems Corp.	444562	ARC	7/7/95	Canada		Registered
Ontario Systems Corp.	TX5-085-284	CT VISION Version 6.0	12/20/99	U.S.	7/29/99	Registered
Ontario Systems Corp.	TX5-057-637	CT VISION Version 7.0	8/2/99	U.S.	7/29/99	Registered
Ontario Systems Corp.	TX4-968-024	CT VISION Version 8.0	8/2/99	U.S.	7/29/99	Registered
Ontario Systems Corp.	444560	DISQ	7/7/95	Canada		Registered
Ontario Systems Corp.	444566	FACS	7/7/95	Canada		Registered
Ontario Systems Corp.	TX4-963-095	FACS Version 13.0	8/2/99	U.S.	7/29/99	Registered
Ontario Systems Corp.	TX5-023-081	FACS Version 14.0	8/2/99	U.S.	7/29/99	Registered
Ontario Systems Corp.	444565	GUARANTEED CONTACTS	7/7/95	Canada		Registered
Ontario Systems Corp.	444563	ICE	7/7/95	Canada		Registered
Ontario Systems Corp.	444564	OAR	7/7/95	Canada		Registered
Ontario Systems Corp.	444561	ONYX	7/7/95	Canada		Registered
Comtronics Systems, Inc.	TX5-540-671	DebtMaster 6.12	10/11/01	United States		Registered
Comtronics Systems, Inc.	TX5-327-769	DebtMaster	1/27/00	United States		Registered

Owner	Reg. No.	Int. Class(es)	Date	Mark	Country	Filed	Ser. No.
Ontario Systems Corp.	Allowed	9		ARTIVA	United States	7/12/01	76/284,186
Ontario Systems Corp.		9		ARTIVA	Brazil	1/11/02	24269250
Ontario Systems Corp.		9		ARTIVA	Canada	1/11/02	1127719
Ontario Systems Corp.		9, 16		ARTIVA	European Union	1/9/02	2,528,784
Ontario Systems Corp.		9		ARTIVA	India	1/14/02	1073479
Ontario Systems Corp.		16		ARTIVA	India	1/14/02	1073480
Ontario Systems Corp.		9		ARTIVA	Mexico	1/11/02	527304
Ontario Systems Corp.	Allowed	9		ARTIVA (and Design)	United States	7/12/01	76/284,167
Ontario Systems Corp.	2,056,336	9	4/22/97	CT VISION	United States	11/28/95	75/025,216
Ontario Systems Corp.		9		CT VISION	Chile	12/22/98	436125
Ontario Systems Corp.		16		CT VISION	Chile	12/22/98	436126
Ontario Systems Corp.	548122	42	9/15/99	CT VISION	Chile	12/22/98	436124
Ontario Systems Corp.	000980763	9, 16, 41	4/4/01	CT VISION	European Union	11/9/98	980763
Ontario Systems Corp.		9, 16, 41		CT VISION (and Design)	European Union	12/8/98	1011139
Ontario Systems Corp.	522085	9, 41	1/24/00	FACS	Canada	5/3/95	782026
Ontario Systems Corp.	1,431,787	9	3/10/87	FACS (and Design)	United States	4/7/86	73/591,869
Ontario Systems Corp.	000990507	9	3/3/00	FACS (and Design)	European Union	11/16/98	990507
Ontario Systems Corp.	2,373,211	9	8/1/00	FACS CHECKWRITER (and Design)	United States	4/29/97	75/283,466
Ontario Systems Corp.	2,365,973	9	7/11/00	GC MVP	United States	1/14/99	75/622,585
Ontario Systems Corp.	1,581,239	9	2/6/90	GUARANTEED CONTACTS	United States	6/12/89	73/805,753
Ontario Systems Corp.	TMA503,961		11/12/98	GUARANTEED CONTACTS	Canada	5/3/95	781,958

Ontario Corp.		10, 36, 42		O (Design Only)	United States	12/4/01	76/344,942
Ontario Corp.		10, 36, 42		O (Design Only)	Canada	6/4/02	1,142,835
Ontario Corp.		10, 36, 42		O (Design Only)	European Union	6/5/02	2,746,931
Ontario Corp.		9		ONTARIO (stylized)	United States	12/4/01	76/344,887
Ontario Corp.		42		ONTARIO (stylized)	United States	12/3/01	76/344,367
Ontario Corp.		9, 42, 40		ONTARIO (stylized)	European Union	6/5/02	
Ontario Corp.		9		ONTARIO SYSTEMS	United States	12/10/01	76/347,088
Ontario Corp.		9		ONTARIO SYSTEMS	Canada	6/6/02	1,143,351
Ontario Systems Corp.	TMA513,382	9	7/27/99	OSC ONTARIO SYSTEMS CORP. (and Design)	Canada	5/3/95	781,956
Ontario Corp.		42		ONTARIO TECHNOLOGIES	United States	12/3/01	76/344,366
Ontario Systems Corp.	2,408,640	9	11/28/00	PROPERTY MANAGER EDGE	United States	12/21/99	75/876,926
Ontario Corp.	2,642,621	42	10/29/02	SHERRY LABORATORIES	United States	12/3/01	76/344,346
Ontario Corp.	2,537,788	42	2/12/02	TESTING TODAY PROTECTING TOMORROW	United States	4/10/00	76/023,317
Ontario Systems Corp.		9		ARCHITECT (Stylized)	United States	10/8/99	75/818,237
Comtronics Systems, Inc.	2,347,558	9	5/2/00	INTEGRADIAL	United States	12/23/97	75409994
Comtronics Systems, Inc.	1,600,616	9	6/12/90	DEBTMASTER	United States	11/14/89	73839026
Comtronics Systems, Inc.	1,616,785	9	9/11/90	COMRONIC	United States	11/14/89	73839111