

Form PTO-1594  
(Rev. 10/02)  
OMB No 0651-0027 (exp. 6/30/2005)  
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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
- 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: 11/17/03

2. Name and address of receiving party(ies)

Name: Atlantek, Inc.

Internal

Address:

Street Address: 10 High Street

City: Wakefield State: RI Zip: 02879

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Rhode Island
- 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) 74/571,584;  
75/297,831; 75/297,833

B. Trademark Registration No. (s) 1,235,640;  
1,689,519; 1,690,737

Additional number(s) attached  Yes  No

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

Name: Deborah Wing

Internal Address: KMZ Rosenman, Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

50-1214

#### DO NOT USE THIS SPACE

9. Signature.

Deborah A. Wing

Name of Person Signing



Signature

December 16, 2003

Date

Total number of pages including cover sheet, attachments, and documents:

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

CH \$165.00 601214 74671684

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is entered into as of the 17th day of November, 2003 by and by and between **FLEET NATIONAL BANK**, a national banking association organized and existing under the laws of the United States ("Lender"); and **ATLANTEK, INC.**, a Rhode Island corporation ("Borrower")

**W I T N E S S E T H:**

WHEREAS, Lender and Borrower are parties to a certain Trademark Security Assignment dated as of April 23, 1998, recorded with the Assignment Division of the United States Patent and Trademark Office on April 30, 1998 at Reel 1724, Frame 0983, et seq. (as the same may have been amended, the "Trademark Agreement"), pursuant to which Trademark Agreement Borrower assigned, pledged and granted to Lender a continuing security interest in and to the following property (the "Collateral"), whether then owned or thereafter existing or acquired: trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively, the "Trademarks") which, in the case of trademark or trademark applications, were then or thereafter issued by or filed with the United States Patent and Trademark Office or any similar office or agency of any other countries, including, without limitation, the trademarks and trademark applications listed on Schedule A attached hereto and made a part hereof, 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 including all licenses relating to the Trademarks acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time; and

WHEREAS, Lender has agreed to release its security interest in the Collateral and the Trademarks and reassign such interest to Borrower.


NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. Lender hereby assigns and transfers to Borrower, without recourse or warranty, its entire right, title and interest in and to the Collateral and the Trademarks, including any and all goodwill associated therewith.
2. Lender hereby releases its security interest in the Collateral and the Trademarks.

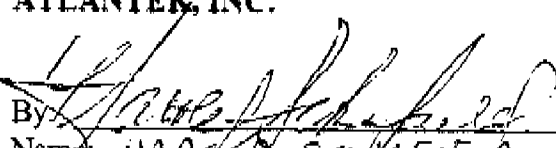
3. Lender and Borrower hereby acknowledge and agree that, as of the date hereof, the Trademark Agreement is terminated and shall be of no further force or effect.

IN WITNESS WHEREOF, the undersigned have caused this Release of Security Interest in Trademarks to be executed by their duly authorized officers as of the day and year first above written.

**FLEET NATIONAL BANK**

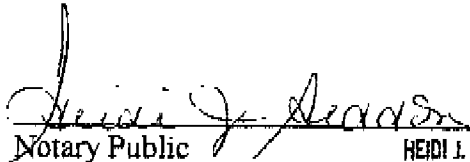
By:   
Stephen J. Craven  
Senior Vice President

**ATLANTEK, INC.**

By:   
Name: HAROLD SCHOFIELD  
Title: PRESIDENT

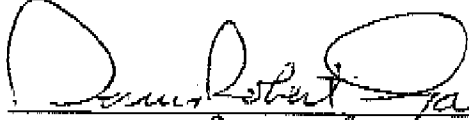
STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on the 17th day of November, 2003, before me personally appeared Stephen J. Craven, Senior Vice President of Fleet National Bank, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of Fleet National Bank.

  
Notary Public HEIDI J. SEDDON  
My Commission Expires Notary Public  
My Commission Expires June 6, 2005

STATE OF Rhode Island  
COUNTY OF WASHINGTON

In WAKEFIELD, on the 17 day of November, 2003, before me personally appeared HAROLD SCOTFIELD, PRESIDENT of Atlantek, Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of Atlantek, Inc.

  
Notary Public Dennis Robert Gannon  
My Commission Expires 7-5-2005

**SCHEDULE A**  
**TRADEMARKS AND TRADEMARK APPLICATIONS AS OF THE DATE OF THE**  
**TRADEMARK AGREEMENT**

TRUCARD	App. #74,571,584
THINBADGE	App. #75,297,831
BADGEMATE	App. #75,297,833
SUPERTRAK	Reg. #1,235,640
GULTON WELLOGGER WIDEBODY	Reg. #1,689,519
GULTON GEOLOGGER	Reg. #1,690,737
GULTON WELLOGGER	n/a

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