

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Trademarks
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation as Agent		06/28/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	VEC Industries, L.L.C.
Street Address:	2900 IDS Center
Internal Address:	80 South 8th Street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2432173	PYRAMID OPERATING SYSTEMS
Registration Number:	2325882	PYRAMID OPERATING SYSTEMS
Registration Number:	2345883	PYRAMID
Registration Number:	2348912	
Serial Number:	75314218	VEC
Serial Number:	75893234	VEC
Serial Number:	76091103	VEC
Serial Number:	75937808	VEC
Serial Number:	76091435	VIRTUAL ENGINEERED COMPOSITES
Serial Number:	76055476	DELTA-VEC
Serial Number:	78170752	VEC
Serial Number:	78225069	VEC-SHIELD
Serial Number:	78190972	PUTTING VELOCITY INTO IDEAS

CH \$340.00 2432173

CORRESPONDENCE DATA

Fax Number: (212)310-8007

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-310-8894

Email: brielle.weisberg@weil.com

Correspondent Name: Brielle Weisberg

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47650.0008
NAME OF SUBMITTER:	Phyllis Eremitaggio

**Total Attachments: 4**

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## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of JUNE 28, 2004 by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("GECC").

WHEREAS, GECC and VEC Industries, L.L.C., a Delaware limited liability company ("Debtor"), entered into that certain Trademark Security Agreement, dated as of September 30, 2002, as amended by that certain First Amendment to Trademark Security Agreement, dated as of December 23, 2003 (collectively, the "Trademark Security Agreements");

WHEREAS, the Trademark Security Agreements granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreements on October 8, 2002 at Reel 002594, Frame 0050 and on January 14, 2004 at Reel 002778, Frame 0776 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT

By: *Glenn Campbell*  
Name: GLENN CAMPBELL  
Title: Duly Authorized Signatory

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PYRAMID OPERATING SYSTEMS	2432173	02/27/2001
PYRAMID OPERATING SYSTEMS	2325882	03/07/2000
PYRAMID	2345883	04/25/2000
MISCELLANEOUS DESIGN	2348912	05/09/2000

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
VEC	75/314218	06/24/1997
VEC	75/893234	01/07/2000
VEC	76/091103	07/18/2000
VEC & DESIGN	75/937808	03/07/2000
VIRTUAL ENGINEERED COMPOSITES	76/091435	07/18/2000
DELTA-VEC	76/055476	05/24/2000
VEC	waiting for ser. no.	waiting for date

VEC INDUSTRIES, L.L.C.

**TRADEMARK**  
**REEL: 002883 FRAME: 0081**

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
VEC (AND DESIGN)	78/170752	10/03/2002
VEC-SHIELD	78/225069	03/13/2003
PUTTING VELOCITY INTO IDEAS	78/190972	12/04/2002

VEC INDUSTRIES, L.L.C.