

01-16-2004

12.24.03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



102648759

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):

Bankers Trust Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other United Kingdom Corporation

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

2. Name and address of receiving party(ies)

Name: Ebel S.A.

Internal

Address:

Street Address: 113, Rue de la Paix, 2300

City: la Chaux-de-Fon State: Zip: Switzerlan

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Switzerland Corporation

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: 12/8/1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,247,027;

Please refer to attached list for more.

Additional number(s) attached Yes No

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

Name: Jeffrey O. Davidson

Internal Address: Baker & McKenzie

One Prudential Plaza, Suite 3500

Street Address: 130 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501-649

DO NOT USE THIS SPACE

9. Signature.

Jeffrey O. Davidson

Name of Person Signing

Signature

December 19, 2003

Date

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

10

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

01/15/2004 LMUELLER 00000164 501649 1247027

01 FC:8521 40.00 DA 02 FC:8522 225.00 DA



12-24-2003

U.S. Patent & TMOs/TM Mail Rcpt Dt. #72

TRADEMARK REEL: 002897 FRAME: 0817

TRADEMARK RECORDATION FORM COVER SHEET
PAGE 2

ADDITIONAL TRADEMARK REGISTRATIONS FOR RECORDATION
(Continuation of Item 4.B.)

Registration No.

423,874

833,650

1,355,253

1,655,257

1,370,055

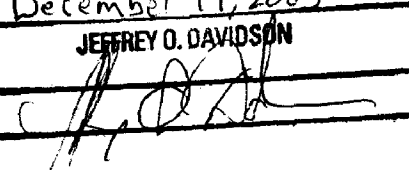
1,381,260

1,458,244

1,557,864

1,657,937

CHIDOC01, 393561.1

I hereby certify that this correspondence is
being deposited with the U.S. Postal Service
as 1st class mail in an envelope addressed to:
Commissioner for Trademarks, *Box Assignments*
2900 Crystal Drive, Arlington, VA 22202
ON December 19, 2003
JEFFREY O. DAVIDSON


Bankers Trust

A Member of the

Deutsche Bank Group



Global Institutional Services

Bankers Trust Company
1 Appold Street
Broadgate
London EC2A 2HE

EBEL SA
113, rue de la Paix
2300 La Chaux-de-Fond
Switzerland

Tel: 020 7 545 8000

December 8, 1999

Re: Release of Pledged Intellectual Property Rights under the IPR Deed of Pledge

Gentlemen,

We refer to the deed of pledge regarding intellectual property rights dated September 30, 1994, as amended on September 30, 1999 between EBEL SA as Pledgor, BANKERS TRUST COMPANY as Security Agent and the FINANCE PARTIES as Pledgees (the «IPR Deed of Pledge»), whereby Pledgor has agreed to pledge to the Pledgees the Intellectual Property Rights (as defined in the IPR Deed of Pledge).

We also refer to that certain Agreement of Pledge of Intellectual Property dated September 1994 between EBEL SA and BANKERS TRUST COMPANY and to that certain Trademark Collateral Security Agreement and Conditional Assignment dated September 30, 1994 between the same parties.

Please be informed that all Indebtedness under and as defined in the Facilities Agreement dated September 28, 1994, as amended on September 30, 1999, has been paid in full and that, consequently, the IPR Deed of Pledge is terminated.

Therefore, we, BANKERS TRUST COMPANY, in our capacity as Security Agent for the Pledgees, hereby release any and all pledge on the Intellectual Property Rights pledged to them pursuant to the terms of the IPR Deed of Pledge.

Furthermore, BANKERS TRUST COMPANY hereby:

1. authorizes EBEL SA, at EBEL SA's costs, to take all the necessary measures to record the release and cancellation of all the pledges registered in its favor with the Swiss Federal Institute for Intellectual Property and with other competent registries and authorities, in particular on but not limited to the Intellectual Property Rights listed under the Schedule to Annex A hereto;
2. authorizes EBEL SA, at EBEL SA's costs, to take all the necessary measures to record the release and cancellation of all the pledges registered in its favor with the German Patent Office and with other competent registries and authorities, in particular on but not limited to the Intellectual Property Rights listed under the Schedule to Annex B hereto;

Registered office: 1 Appold Street, Broadgate, London, EC2A 2HE
Registered in England and Wales number BR1020.
Regulated by SFA

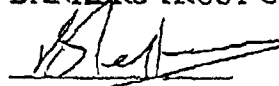
TRADEMARK
REEL: 002897 FRAME: 0819

- 3. authorizes EBEL SA, at EBEL's costs, to take all the necessary measures to record the release and cancellation of all the pledges registered in its favor with the United States Patent and trademark Office and with other competent registries and authorities, in particular on but not limited to the Intellectual Property Rights listed under the Schedule C hereto; and
- 4. agrees to co-operate further with EBEL SA to obtain the release and cancellation of all the pledges on Intellectual Property Rights registered in its favor if so requested by the competent registries and authorities.

Please return to us a signed copy of this document for acknowledgment purposes.

Yours sincerely,

BANKERS TRUST COMPANY



By: **BARRY JEFFERIES**
Title: **Vice President**

Received and Acknowledged by:
EBEL SA

 Alex D.

By:

Title: Attorney

Annex A

POWER OF ATTORNEY - (Switzerland)

Bankers Trust Company, 33 Old Broad Street, London EC2N 1HZ, United Kingdom declares that all pledges in relation to trademarks, designs, patents and other intellectual property of Ebel SA, 113, rue de la Paix, 2301, La Chaux-de-Fonds, Switzerland which were recorded in accordance with the Deed of Pledge of September 30, 1994 have been cancelled pursuant to Bankers Trust Company's letter of December 8, 1999 to Ebel SA.

Bankers Trust Company hereby authorises Ebel SA to take all the necessary measures to record the release and cancellation of the pledges in particular with the Swiss Federal Institute for Intellectual Property and with other competent registries and authorities.

Signature.....

Title.....

Date.....

Schedule to Annex A

<u>Trademarks No</u>	<u>Designs No</u>	<u>Patents No</u>
283649	115 129	667 176
283650	113 847	0 429 974
286957		0 157 064
296317		664 269
299591		666165
309502		
315673		
317681		
317682		
326693		
326694		
328336		
328337		
328338		
330552		
330791		
333250		
341371		
352451		
355011		
368744		
371749		
372210		
375270		
381299		
382830		
394075		
406152		
406153		
414635		

Annex B

POWER OF ATTORNEY - (Germany)

Bankers Trust Company, 33 Old Broad Street, London EC2N 1HZ, United Kingdom declares that all pledges in relation to trademarks, designs, patents and other intellectual property of Ebel SA, 113, rue de la Paix, 2301, La Chaux-de-Fonds, Switzerland which were recorded in accordance with the Agreement of Pledge of Intellectual Property of September 29, 1994 have been cancelled pursuant to Bankers Trust Company's letter of December..., 1999 to Ebel SA.

Bankers Trust Company hereby authorises Ebel SA to take all the necessary measures to record the release and cancellation of the pledges with the German Patent Office and with other competent registries and authorities.

Signature.....

Title.....

Date.....

Schedule to Annex B

Trademarks No

537107
487111
491458
R144053
447734
487112
2R144054
567156
431187
513670
570675

Schedule C

Trademarks No

1,247,027

423,874

833,650

1,355,253

1,655,257

1,370,055

1,381,260

1,458,244

1,557,864

1,657,937