

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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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):  
Bank One, a national banking association as  
successor in interest to American National Bank  
and Trust Company of Chicago

- 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  Merger  
 Security Agreement  Change of Name  
 Other Release and Termination Agreement

Execution Date: 1/30/04

2. Name and address of receiving party(ies)

Name: Brandess-Kalt-Aetna, Inc.

Internal Address: \_\_\_\_\_

Street Address: 701 Corporate Woods Parkway

City: Vernon Hills State: IL Zip: 60061

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Illinois
- 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) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
(see attached list)

Additional number(s) attached  Yes  No

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

Name: Kristine M. Strodthoff

Internal Address: Whyte Hirschboeck Dudek S.C.

Street Address: 555 East Wells Street

Suite 1900

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and  
registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 480.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
232053

OPR/FINANCE  
MAR 22 AM 8 15

DO NOT USE THIS SPACE

9. Signature.

Kristine M. Strodthoff  
Name of Person Signing

Kristine M. Strodthoff  
Signature

March 22, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 5

03/24/2004 ECOOPER 00000058 0611288

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

01 FC:8521 40.00 OP  
02 FC:8522 275.00 OP

0000135010  
Refund Ref: 03/24/2004 ECOOPER

CHECK Refund Total: \$165.00

**Recordation Form Cover Sheet (continued)**

Recordation of Release and Termination Agreement

(Bank One to Brandess-Kalt-Aetna, Inc and Acufine, Inc.)

**Part 2. Additional name/address of receiving party(ies)**

Name: Acufine, Inc.  
City/State: Chicago, Illinois  
Corporation - Illinois

**Part 4 (B). Trademark Registration Nos.**

Mark	Registration No.
PERMA-WASH	0611288
NH-5	0820991
VIS	0861042
KALT	1129825
ROKUNAR	1157134
TRC VALVE CUSHION	1447066
SP STUDIO SYSTEMS	1764214
OS	1783757
HEICO	1760879
EXCALIBUR	2198184
STRATOS	2249310
SP STUDIO SYSTEMS	2481351

**SCHEDULE A  
TRADEMARKS  
Release and Termination Agreement**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Reg. Date</b>
PERMA-WASH	<u>71/674160</u>	10/01/1954	0611288	08/30/1955
NH-5	72/242242	03/30/1966	0820991	12/27/1966
VIS	72/260581	12/12/1966	0861042	11/26/1968
KALT	73/023491	06/06/1974	1129825	01/29/1980
ROKUNAR	73/235548	10/17/1979	1157134	06/09/1981
TRC VALVE CUSHION	73/599093	05/16/1986	1447066	07/14/1987
SP STUDIO SYSTEMS	74/270357	04/28/1992	1764214	04/13/1993
OS	74/299256	07/28/1992	1783757	07/27/1993
HEICO	74/300980	08/03/1992	1760879	03/30/1993
EXCALIBUR	75/353428	09/08/1997	2198184	10/20/1998
STRATOS	75/437230	02/19/1998	2249310	06/01/1999
SP STUDIO SYSTEMS	75/701197	05/06/1999	2481351	08/28/2001

## RELEASE AND TERMINATION AGREEMENT

This Release and Termination Agreement dated as of January 30, 2004 (this "**Release**"), is by BANK ONE, a national banking association which is successor in interest to American National Bank and Trust Company of Chicago ("**Bank**"), to and for the benefit of BRANDESS-KALT-AETNA, INC. ("**Borrower**") and ACUFINE, INC. ("**Guarantor**").

### RECITALS

A. Borrower, Guarantor and Bank have entered into a certain Trademark Security Agreement dated as of August 17, 1999 (as amended, the "**Security Agreement**") pursuant to which Borrower and Guarantor granted to Bank a security interest in and to the following (collectively, the "**Collateral**"):

- (a) all of Borrower's and Guarantor's respective trademarks, trademarks, registrations, tradenames and trademark applications, which, in each case, are now or hereafter filed with the U.S. Patent and Trademark Office, any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) 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, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and
- (b) the goodwill of Borrower's and Guarantor's business connected with and symbolized by the Trademarks.

B. The Security Agreement or a memorandum thereof was filed in the United States Patent and Trademark Office on September 13, 1999 on Reel 1960 at Frame 0325

C. Borrower has fully paid and discharged all of the obligations secured under the provisions of the Security Agreement.

### AGREEMENT

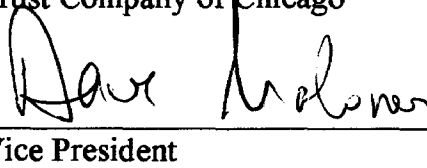
NOW, THEREFORE, in consideration of the foregoing, the Bank hereby releases and terminates the security interest granted to it under the Security Agreement and releases and assigns to Borrower and Guarantor, each to the extent of the interest granted by it to Bank under the Security Agreement, of all Bank's right, title and interest, if any, in the Collateral.

THIS RELEASE IS DELIVERED WITHOUT REPRESENTATION OR WARRANTY BY BANK, EXPRESSED OR IMPLIED, AS TO THE EXISTENCE, NATURE OR EXTENT OF THE COLLATERAL OR OF BANK'S RIGHT, TITLE OR INTEREST THEREIN, IF ANY.

Executed and delivered by Bank as of the date first set forth above.

BANK ONE, a national banking association which is successor in interest to American National Bank and Trust Company of Chicago

By:

  
\_\_\_\_\_

Vice President