

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		03/10/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Continental Electronics Corporation		
Street Address:	4212 S. Buckner Avenue		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75227		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1946274	CONTINENTAL ELECTRONICS	
Registration Number:	1123869	GAS CAP	
Registration Number:	2155443	BYTECAST	
Registration Number:	1345821	CE	
CORRESPONDENCE DATA			
Fax Number:	(312)630-7388		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-368-4058		
Email:	thomas.ryan@dlapiper.com		
Correspondent Name:	Thomas W. Ryan		
Address Line 1:	P.O. Box 64807		
Address Line 2:	DLA Piper Rudnick Gray Cary US LLP		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Thomas W. Ryan		

CH \$115.00 1946274

Signature:

//Thomas W. Ryan//

Date:

03/24/2005

Total Attachments: 6

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**RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Release") is made as of the 10th day of March, 2005, by and between CANADIAN IMPERIAL BANK OF COMMERCE ("Lender") and CONTINENTAL ELECTRONICS CORPORATION ("Borrower")

W I T N E S S E T H

WHEREAS, Lender and Borrower are parties to a certain security agreement (the "Security Agreement") dated as of March 4, 2002 which was recorded with the United States Patent and Trademark Office on March 7, 2002 as reel and frame number 2468/0527 wherein Borrower granted Lender a security interest in its trademarks, including those trademarks listed on Exhibit A, attached hereto;

WHEREAS, pursuant to the terms and provisions of the Security Agreement which was recorded with the United States Patent and Trademark Office on March 7, 2002 as reel and frame number 012698/0560 Borrower granted Lender a security interest in its patents, including those patents listed on Exhibit B, attached hereto; and

WHEREAS, Lender desires to grant to Borrower a Release of the Security Agreement, including all of those trademarks and patents specifically listed on Exhibit A and Exhibit B, respectively.

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

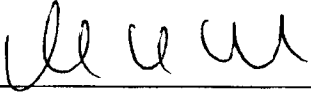
1. Trademarks. Lender does hereby reassign, relinquish and release forever to Borrower all right, title and interest of any nature whatsoever which Lender holds in the United States Trademark registrations listed on Exhibit A and associated common law rights and goodwill appurtenant thereto, and further agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights.

2. Patents. Lender does hereby reassign, relinquish and release forever to Borrower all right, title and interest of any nature whatsoever which Lender holds in the United States Patent registrations listed on Exhibit B and associated goodwill appurtenant thereto, and further agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights.

{Signature appears on the following page.}

IN TESTIMONY WHEREOF, Lender has executed this Release by its proper officers thereunto duly authorized as of the date first written above.

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Cedric M. Henley

Title: Executive Director

CIBC World Markets Corp., AS AGENT

Agreed and accepted this ___ day of March, 2005:

CONTINENTAL ELECTRONICS CORPORATION

By: _____

Name: _____

Title: _____

**Signature Page to Release of Intellectual Property
Security Agreement**

IN TESTIMONY WHEREOF, Lender has executed this Release by its proper officers thereunto duly authorized as of the date first written above.

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: _____

Title: _____

Agreed and accepted this ___ day of March, 2005:

CONTINENTAL ELECTRONICS CORPORATION

By: 

Name: Robert B. McKeon

Title: Chairman of the Board of Directors

**Signature Page to Release of Intellectual Property
Security Agreement
(EEC-CEC – CapitalSource)**

**RELEASE OF
SECURITY AGREEMENT
EXHIBIT A**

<u>Trademark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Status Date</u>
CONTINENTAL ELECTRONICS	Registered	1946274	January 9, 1996
GAS CAP	Renewed	1123869	August 7, 1999
BYTECAST	Registered	2155443	May 5, 1998
CE	Registered	1345821	July 2, 1985

**RELEASE OF
SECURITY AGREEMENT
EXHIBIT A**

<u>Patent No.</u>	<u>Title</u>	<u>Date</u>
4346354	Amplitude Modulator using a Variable Phase Square Wave Voltage Generator	August 24, 1982
4896372	Pulse Width Modulator for AM-RF Transmitter	January 23, 1990
5200707	Amplifier with Multiple Switched Stages and Noise Suppression	April 6, 2003
4540957	[]	[]
4747161	AM-RF Transmitter with Compensation for Power Supply Variations	May 24, 1988
6032028	Radio Transmitter Apparatus and Method	February 3, 1997
4724420	Method and Apparatus for Quasi-analog Reconstruction of Amplitude & Frequency Varying Analog Input Signals	February 9, 1988
5099203	Power Amplifier having Multiple Switched Stages and Method of Operating Same	March 24, 1992

STATE OF California,)
COUNTY OF Los Angeles) ss.

On this 8th day of March, 2005 before me personally appeared Cedric M. Heuley, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of Continental Electronics Corporation, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Notary Public

