

10-01-2004



FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102849454

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PNC Bank National Association

- Individuals  Association
- General Partnership  Limited Partnership
- Corporate-State New Jersey

Other National Association

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name

Other: Termination, Release and Assignment of Security Interest

Execution Date: June 30, 2004

2. Name and address of receiving party(ies)

Name: Fancor, Inc.

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

Street Address: 821 Locust

City: Kansas City State: MO ZIP 64106

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Kansas Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

9-27-04

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

A. Trademark Application No(s):

(See Attached Trademark Schedule)

B. Trademark Registration No(s):

Additional numbers attached?  Yes  No

SEP 27 2:23  
OPR/FINANCE

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

Name: Trademark Administrator  
Address: GREENBERG TRAUIG, LLP  
One International Place  
Boston, MA 02110

6. Total number of applications and trademarks involved:  1

7. Total fee (37 CFR 3.41) \$720.00

- Enclosed
- The Commissioner is authorized to charge Deposit Account No: 50-2678, Reference No. 50255.010500.
- The Commissioner is hereby authorized to charge any additional fees that may be due, or to credit any overpayment to Deposit Account No: 50-2678, Reference No. 50255.010500.

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James F. Ewing, Reg. No. 52,875

Name of Person Signing

Signature

Date

Sept. 27, 2004

Total number of pages including cover sheet, attachments, and document: [6]

10/01/2004 ECOOPER 00000138 502678 74558432

01 FC:8521 40.00 DA  
02 FC:8522 425.00 DA

Additional Receiving Parties:

Fairbanks Scales, Inc.  
821 Locust  
Kansas City, MO 64106  
Corporation: Kansas Corporation

Thurman Scale Company  
821 Locust  
Kansas City, MO 64106  
Corporation: Kansas Corporation

TRADEMARKS

HOLDER	SERIAL NO.
Fancor	74-558,432
	74-558,511
	74-075,239
Fairbanks Scales	74-468,858
	73-087,229
	74-527,555
	73-003,034
	75-109,101
	75-181,097
	74-607,123
	75-109,122
	74-612,345
	75-667,268
	74-527,553
	75-250,061
	74-691,166
	75-181,096
	74-638,664

## TERMINATION, RELEASE AND ASSIGNMENT

**THIS TERMINATION, RELEASE AND ASSIGNMENT** (this "Agreement") is made as of this 30<sup>th</sup> day of June, 2004, among FANCOR, INC. ("Fancor"), FAIRBANKS SCALES, INC. ("Fairbanks Scales") and THURMAN SCALE COMPANY ("Thurman", and together with Fancor and Fairbanks Scales, the "Borrowers"), and PNC Bank National Association having an office located at 1600 Market Street, Philadelphia, PA 19103, (the "Lender").

WHEREAS, the Borrowers and Lender entered into a certain Revolving Credit Term Loan and Security Agreement (the "Financing Agreement") dated December 10, 1998, pursuant to which the Lender made certain loans and made available certain credit facilities in the current outstanding principal amount of \$4,500,000 (the "Loan"); and

WHEREAS, in order to partially secure the Borrowers' obligations to the Lender, the Borrowers executed and delivered in favor of the Lender certain assignments of patents and trademarks (the "Assignments") pursuant to which the Borrowers assigned, granted and conveyed to the Lender their right and title to, and a security interest in, the Borrowers trademarks and patents listed therein (the "Trademarks and Patents"); and

WHEREAS, the Assignments were recorded with the United States Patent and Trademark Office (the "USPTO") on March 11, 2003; and

WHEREAS, the Borrowers have satisfied in full all of their Obligations (as defined in the Financing Agreement) and in connection therewith, the parties hereto have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Collateral Assignment. The Borrowers and the Lender hereby agree that the Assignments and all terms and conditions thereof (including, without limitation, any terms which provide for the survival of certain rights and obligations thereunder following any termination of such agreement) are hereby terminated and deemed of no further force or effect, and that each party thereto shall have no further obligation thereunder except as, and to the extent, set forth in this Agreement.

2. Release of Security Interest; Assignment of Trademarks, and other General Intangibles. The Lender hereby assigns grants and conveys back to the Borrowers all of its right and title to, and forever discharges and releases its security interest in, all of the Trademarks and Patents, all of which are provided hereinafter on the schedule attached hereto, as well as any new or future Trademarks and Patents including all proceeds thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof

3. Recording with USPTO. The Lender hereby authorizes the Borrowers to file and record this Agreement with the USPTO. The Lender agrees to cooperate and take further actions which may be necessary or advisable in order to evidence or effectuate the terms and conditions of this Agreement,

including but not limited to, the execution and delivery to the Borrowers of all forms, instruments or other documents which may be required to file and record this Agreement with the USPTO.

4. Representations and Warranties. The Lender hereto represents and warrants to the Borrowers that it has not transferred to any person or entity any of its rights or interests under the Assignments and as not caused its rights thereunder to be subject to any liens, charges or encumbrances.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

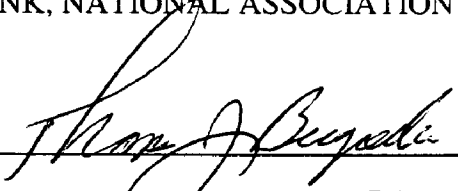
7. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

FANCOR, INC.

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:

By:  \_\_\_\_\_  
Name:  
Title: THOMAS J. BUGIEDA  
VICE PRESIDENT

FAIRBANKS SCALES, INC.

By: \_\_\_\_\_  
Name:  
Title:

THURMAN SCALE COMPANY

By: \_\_\_\_\_  
Name:  
Title: