Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company		05/16/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Cattron Group, Inc.
Street Address:	140 West Shenango Street
City:	Sharpesville
State/Country:	PENNSYLVANIA
Postal Code:	16150
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2024295	TALKBACK
Registration Number:	2048601	CATTRON
Registration Number:	2120844	CATTRON

CORRESPONDENCE DATA

Fax Number: (412)918-1199

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

412-918-1100 Phone:

Email: ipdocket@metzlewis.com

Correspondent Name: Metz Lewis LLC, Attn: Barry I. Friedman

Address Line 1: 11 Stanwix St., 18th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

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Date:	06/03/2005	
Total Attachments: 3		
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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

TERMINATION AND RELEASE dated as of May <u>lb</u>, 2005, from Manufacturers and Traders Trust Company, a <u>NEW YORK</u> corporation having a place of business at 25 S. Charles Street, 14th Floor, Baltimore, Maryland 21202 (the "Secured Party") to Cattron Group, Inc. a corporation organized and existing under the laws of the State of California having a place of business at 140 West Shenango Street, Sharpesville, Pennsylvania 16150 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain security agreement between the Secured Party and the Borrower, dated on or about May 6, 2003, a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined): and

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent & Trademark Office, in the Trademark Division of the United States Patent & Trademark Office, and with the Register of Copyrights; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the Receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

- 1. <u>Authority of Trustee</u>: The Trustee acknowledges that it is authorized to execute this Release of the Security Interest in accordance with the Security Agreement; and
- 2. <u>Collateral</u>: The term "Collateral" as used herein shall mean all of the Borrower's right, title and interest of every kind and nature in:
 - (a) the United States applications for letters patent, as identified on Schedule A attached hereto, including (i) all divisions, continuations and continuations-in-part thereof; (ii) all letters patent, reissues and extensions thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringement thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and;
 - (b) the United States trademarks and service marks set forth on Schedule A attached hereto, including (i) all registrations, applications, recordings

TRADEMARK REEL: 003096 FRAME: 0618 and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringement thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with any symbolized by the foregoing; and

- the United States copyrights set forth on Schedule A attached hereto, including (i) all registrations and applications therefor, together with all renewals thereof; (ii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringement thereof; (ii) the right to sue for past, present and future infringements thereof; and (iii) all rights corresponding thereto throughout the world; and
- 3. <u>Further Assurances</u>: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any future documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first written above.

By: Name Average WAY EV TE

Title: BANK OFFICER

MANUFACTURERS AND TRADERS

STATE OF MARY ANCL)

CITY OF BAH more)

ss:

On this 4 day of May, 2005, before me personally appeared Anthony R. Raley II., to me known who, being by me duly sworn, did depose and say that he/she is ______

BONK DECER of Manufacturers and Traders Trust Company, and he/she signed his/her name thereto pursuant to the authority granted by Manufacturers and Traders Trust Company.

Notary Public May , 2004

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SCHEDULE A

Collateral Held as Security by Manufacturers and Traders Trust Company Pursuant to a Security Agreement Dated On or About May 6, 2003 with Cattron Group, Inc.

Patent <u>Application No.</u>	Trademark <u>Registration No.</u>	Copyright Registration No.
10/210,777	2,024,295	TX 2-031-954
	2,048,601	TX 2-329-309
	2,120,844	TX 2-329-310
	• •	TX 2-329-311

RECORDED: 06/03/2005

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