

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mellon Bank, N.A. successor in interest to Mellon Bank (East) PSFS National Association		10/07/2005	COMPANY:
RECEIVING PARTY DATA			
Name:	Porter Instrument Company		
Street Address:	245 Township Line Road, P.O. Box 907		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	19440-0907		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1148810	MXR	
CORRESPONDENCE DATA			
Fax Number:	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412.454.5000		
Email:	patela@pepperlaw.com		
Correspondent Name:	Alka A. Patel		
Address Line 1:	500 Grant Street, 50th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	129451.1		
NAME OF SUBMITTER:	Alka A. Patel		
Signature:	/aap/		

OP \$40.00 1148810

Date:

10/11/2005

Total Attachments: 6

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This release of Intellectual Property Security Interest (this "Release") is made this 7th day of October, 2005 by MELLON BANK, N.A., successor in interest to MELLON BANK (EAST) PSFS NATIONAL ASSOCIATION, as collateral agent ("Secured Party").

WHEREAS, reference is further made to a certain loan and security agreement dated August 29, 1990 ("IP Security Agreement") by PORTER INSTRUMENT COMPANY, INC., ("Debtor") in favor of Secured Party.

WHEREAS, in connection with the IP Security Agreement, Debtor granted to Secured Party a security interest in, among other property, certain intellectual property of the Debtor, including:

a. the patents and patent applications set forth in Schedule A hereto, including without limitation together with all reissues, divisions, continuations, continuations-in-part, extensions and renewals thereof;

b. the trademarks, trademark registrations, trade names and trademark applications, including without limitation, the trademarks and applications set forth in Schedule B hereto and all renewals thereof, together with the goodwill symbolized thereby;

c. all copyrights, whether registered or unregistered, now or owned or hereafter acquired by the Debtor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses and renewals and extension thereof, as set forth in Schedule C hereto;

d. all license agreements with another party, whether Debtor is a licensor or licensee under any such license agreement, including without limitation, the licenses set forth in Schedule D hereto and the right to prepare for sale, sell and advertise for sale, all "Eligible Inventory" (as defined in the IP Security Agreement) and all other inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses;

e. all other rights in the foregoing of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

f. any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse of breach with respect to any of the foregoing, with the right but not the obligation, to sue for and collect, or otherwise recover, such damages, and

g. any and all proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

h. The items in a. through g. above are referred to herein as the "Intellectual Property."

WHEREAS, Debtor has fully paid the indebtedness referenced in the IP Security Agreement, and Secured Party desires to release and discharge its security interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby releases any and all right, title and interest to its security interest in and to the Intellectual Property.

IN WITNESS WHEREOF, Secured Party duly executed this Release by its duly authorized officer as of the date and year first above written.

MELLON BANK, N.A., AS SUCCESSOR IN
INTEREST TO MELLON BANK (EAST) PSFS
NATIONAL ASSOCIATION
AS COLLATERAL AGENT

By: _____

Name: Susan M. Whitewood

Title: Senior Vice President

SCHEDULE A

PATENTS

<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Quick Disconnect Coupler Assembly	United States	4,116,476	850,550	11/11/77	9/26/78
Air Valve for a Breathing System	United States	4,493,339	374,945	5/5/82	1/15/85

SCHEDULE B
TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg No.</u>	<u>Registration Date</u>
United States	MXR	1,148,810	3/24/81

SCHEDULE C

COPYRIGHTS

<u>Title</u>	<u>Country</u>	<u>Reg No.</u>	<u>Registration Date</u>
Fast Response Mass Flow Meter & Controller Series 100F & 200F technical and users manual	United States	TX 1 952 547	10/10/86

SCHEDULE D
LICENSE AGREEMENTS

1. License Agreement dated February 1, 1982 with Bronkhorst High-Tech B.V., as amended

2. License Agreement dated June 28, 1989 with Eschman Bros. & Walsh Limited, as amended

3. License Agreement dated October 31, 1978 with Fraser Sweatman, Inc. as amended