

10-18-2005



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Canadian Imperial Bank of Commerce

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) October 7, 2005

- Assignment
- Security Agreement
- Other Termination of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Canadian General-Tower Limited

Internal

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

Street Address: 52 Middleton Street

City: Cambridge

State: Ontario

Country: Canada

Zip: N1R 5T6

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship \_\_\_\_\_  
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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,734,826 1,181,240

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christina McClure

Internal Address: c/o Latham & Watkins

Street Address: 233 South Wacker Drive, Suite 5800

City: Chicago

State: Illinois

Zip: 60606

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

**6. Total number of applications and registrations involved:**

two

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

10/18/2005 LAUELLER 00000011 1734826

b. Deposit Account Number \_\_\_\_\_  
Authorized U.S. Name \_\_\_\_\_  
01 FC:8521 40.00  
02 FC:8522 25.00  
03 FC:8523 120.00

**9. Signature:**

Christina McClure

Signature

10/14/2005

Date

Christina McClure

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A  
TO  
RELEASE OF TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/FILING DATE
GEOLINER	1,734,826	March 10, 2000
TOWER	1,181,240	March 10, 2000

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of October 7, 2005 by Canadian Imperial Bank of Commerce ("CIBC").

WHEREAS, Canadian General-Tower Limited (the "Grantor") and CIBC, entered into a certain security agreement (as amended, restated, supplemented or otherwise modified, the "Agreement") related to trademarks;

WHEREAS, the Agreement granted CIBC a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, as security for certain obligations of Grantor to CIBC (the "Obligations");

WHEREAS, CIBC recorded the Agreement on March 10, 2000 at Reel 2046, Frame 0459 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that CIBC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIBC hereby agrees as follows:

CIBC hereby fully releases and terminates its security interests in and liens on:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any 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, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by any Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

CIBC further agrees, at the sole cost and expense of Grantor, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

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IN WITNESS WHEREOF, CIBC has caused this Release of Trademarks to be  
duly executed as of the day and year first above written.

**CANADIAN IMPERIAL BANK OF COMMERCE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ARMANDO SANTOS**

**Asst. General Manager**

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