# 2112/2

# CH \$140.0

# 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           |
|---------------------------------------|----------|----------------|-----------------------|
| Antares Capital Corporation, as Agent |          | 06/29/2007     | CORPORATION: DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | Jonathan Manufacturing Corporation |  |  |
|-----------------|------------------------------------|--|--|
| Street Address: | 410 Exchange                       |  |  |
| City:           | Irvine                             |  |  |
| State/Country:  | CALIFORNIA                         |  |  |
| Postal Code:    | 92602                              |  |  |
| Entity Type:    | CORPORATION: DELAWARE              |  |  |

#### PROPERTY NUMBERS Total: 5

| Property Type        | Number   | Word Mark                              |  |  |
|----------------------|----------|--|--|--|
| Registration Number: | 2772121  | MEETING CUSTOMER NEEDS @ DIGITAL SPEED |  |  |
| Registration Number: | 2828262  | JONATHAN ENGINEERED SOLUTIONS          |  |  |
| Registration Number: | 1288630  | JONATHAN MFG. CO.                      |  |  |
| Serial Number:       | 75673692 | DATA DEPENDENT                         |  |  |
| Serial Number:       | 78671436 | SOURCEASIA                             |  |  |

#### **CORRESPONDENCE DATA**

Fax Number: (312)902-1061

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

Phone: (312) 577-8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz
Address Line 1: 525 West Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-00256

TRADEMARK

REEL: 003572 FRAME: 0423

900080743

| NAME OF SUBMITTER:   | Oscar Ruiz   |  |  |
|--|--------------|--|--|
| Signature:   | /Oscar Ruiz/ |  |  |
| Date:  | 07/02/2007   |  |  |
| Total Attachments: 3 source=Trademark Release and Reassignment#page1.tif source=Trademark Release and Reassignment#page2.tif source=Trademark Release and Reassignment#page3.tif |              |  |  |

TRADEMARK REEL: 003572 FRAME: 0424

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 29, 2007, by **ANTARES CAPITAL CORPORATION**, as Agent ("**Agent**").

#### WITNESSETH:

WHEREAS, Agent and Jonathan Manufacturing Corporation, a Delaware corporation ("Grantor"), were parties to (i) that certain Trademark Security Agreement, dated as of March 12, 2004 (the "2004 Assignment") and (ii) that certain Trademark Security Agreement, dated as of June 16, 2006 (the "2006 Assignment"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "Trademarks") and Trademark Rights (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, (i) the 2004 Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on March 22, 2004, at Reel 002935, Frame 0409 and (ii) the 2006 Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on July 14, 2006, at Reel 003348, Frame 0673; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "**Trademark Rights**"):
  - (i) each Trademark and application for Trademark listed on <u>Schedule</u> I annexed hereto, together with any reissues, continuations or extensions thereof; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark.
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks and the Trademark Rights.

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TRADEMARK REEL: 003572 FRAME: 0425 IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION,

as Agent

Name:

SCOTT J. LORINER

Title: ITS DULY AUTHORIZED SIGNATORY

## **SCHEDULE 1**

## **TRADEMARKS**

| <u>Trademark</u>                       | Application No. | Application Date | Registration No. | Registration Date | Status                        | Jurisdiction     |
|--|-----------------|------------------|------------------|-------------------|-------------------------------|------------------|
| Meeting Customer Needs @ Digital Speed | 76/156817       | 10/31/2000       | 2,772,121        | 10/07/2003        | Registered                    | United<br>States |
| Jonathan<br>Engineered<br>Solutions    | 76/235812       | 04/05/2001       | 2,828,262        | 3/30/2004         | Registered                    | United<br>States |
| Jonathan Mfg.<br>Co.                   | 73/377735       | 08/02/1982       | 1,288,630        | 08/07/1984        | Registered                    | United<br>States |
| Data<br>Dependent                      | 75/673692       | 04/02/1999       | N/A              | N/A               | Abandoned                     | United<br>States |
| Sourceasia                             | 78/671436,      | 07/01/05         | N/A              | N/A               | Published<br>Intent to<br>Use | United<br>States |

Trademark Release and Reassignment

**RECORDED: 07/02/2007** 

TRADEMARK REEL: 003572 FRAME: 0427