

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, as Administrative Agent		06/09/2006	Bank:

**RECEIVING PARTY DATA**

<b>Name:</b>	Contec, LLC
<b>Street Address:</b>	1011 State Street
<b>City:</b>	Schenectady
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	12307
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2536676	CHECKMATE
Registration Number:	2662271	POINT AND PRESS
Registration Number:	2602798	SIMPLICITY
Registration Number:	2789936	SMARTKEYS
Registration Number:	2751874	MEMORY GUARD
Registration Number:	2718573	SHOP FLOOR NETWORK
Registration Number:	2720539	CONTEC
Registration Number:	2720538	CONTEC
Registration Number:	2838966	SYNERGY

**CORRESPONDENCE DATA**

Fax Number: (312)827-8185  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@bellboyd.com, vswanson@bellboyd.com

CH \$240.00 2536676

Correspondent Name: Bell, Boyd & Lloyd LLP  
Address Line 1: P.O. Box 1135  
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:

119002-1

NAME OF SUBMITTER:

Ken Peterson

Signature:

/ken peterson/

Date:

07/17/2008

Total Attachments: 5

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[LETTERHEAD OF CANADIAN IMPERIAL BANK OF COMMERCE]

June 9, 2006

Contec, LLC  
1011 State Street  
Schenectady, New York 12307  
Attention: Gary Stein, President

Re: Termination of Second Lien Credit Facilities

Gentlemen and Ladies:

Reference is made to that certain Second Lien Credit Agreement, dated as of December 23, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Contec, LLC, a Delaware limited liability company (the "Borrower"), the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders") and Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders. Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in the Credit Agreement.

As per your request, we hereby advise you that the aggregate outstanding amount payable (the "Payment Amount") under the Credit Agreement and the Loan Documents on June 14, 2006 (the "Scheduled Payoff Date") is [REDACTED], which consists of the following amounts:

- (a) [REDACTED] in aggregate outstanding principal of the Loans;
- (b) [REDACTED] in interest on the Loans accrued to the Scheduled Payoff Date; and
- (c) [REDACTED] in prepayment fees.

The amount of interest and fees accrued will increase by [REDACTED] per day (the "Per Diem Amount") for each day following the Scheduled Payoff Date.

Upon (x) the obligations under the First Lien Credit Agreement being repaid in full and (y) our receipt of the Payment Amount (together with the aggregate Per Diem Amount, if any) on the Scheduled Payoff Date,

(a) full payment will have been made of all principal, interest, commitment fees, indebtedness and other obligations owed to us under the Credit Agreement and the Loan Documents, and you shall have no further obligation to us under the Credit Agreement and the Loan Documents, which will terminate and have no further force or effect (except with respect to those provisions of the Credit Agreement or any Loan Document which

by their express terms survive the payment of the Obligations and termination of the Commitments);

(b) all security interests granted to us under the Loan Documents shall automatically be, and hereby are, released, and all rights to any collateral upon which we had a lien under the Loan Documents shall automatically revert to you, each without delivery of any instrument or performance of any act by any party; and

(c) per your request, we shall (i) return to Bell, Boyd & Lloyd LLC, 70 West Madison Street, Suite 3100, Chicago, Illinois 60602, Attention: Kenneth A. Peterson, Jr., all property pledged and delivered to us pursuant to the Loan Documents, together with accompanying stock powers and allonges in the forms delivered to us, and (ii) deliver to Bell, Boyd & Lloyd, LLC UCC-3 (and UCC-2) termination statements with respect to the Uniform Commercial Code filings made and delivered pursuant to the terms of the Loan Documents.

We agree to execute such additional documents and perform such further acts as may be reasonably required or desirable to carry out or perform the foregoing provisions of this letter; provided, that (i) all reasonable costs and expenses incurred in connection therewith shall be payable by the Borrower and (ii) all such documents and instruments shall be delivered without representation or warranty by the Administrative Agent. Further, the Administrative Agent hereby authorizes the Borrower and its designee to file UCC-3 termination statements and other similar filings on its behalf to terminate any Liens the Administrative Agent has over any assets of the Borrower following the receipt of the Payment Amount together with the Per Diem Amount.

By your signature below you represent to the Administrative Agent that no Rate Protection Agreements are in effect.

This letter may be executed by the parties hereto in several counterparts, each of which when executed and delivered shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**THIS LETTER SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Administrative Agent

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

Name:

**Gerald Girardi**

Title:

**Canadian Imperial Bank of Commerce  
Authorized Signatory**

ACKNOWLEDGED AND AGREED TO:

CONTEC, LLC

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


Name:

Title:

ACKNOWLEDGED AND AGREED TO:

CONTEC, LLC

By:

  
Name: Gary Stein

Title: Chief Executive Officer

SCHEDULE B-1  
TRADEMARKS

Assignor: Contec, LLC

Assignee: Canadian Imperial Bank of Commerce, as Administrative Agent

Conveyance: Second Lien Trademark Security Agreement

Date of Security Interest	U.S. Trademark Registration Number	MARK	Date Recorded in U.S. Patent and Trademark Office Assignment Branch	Reel Number/Frame Number
12/23/2005	2,536,676	CHECKMATE	02/10/2006	3245/0295
12/23/2005	2,662,271	POINT AND PRESS	02/10/2006	3245/0295
12/23/2005	2,602,798	SIMPLICITY	02/10/2006	3245/0295
12/23/2005	2,789,936	SMARTKEYS	02/10/2006	3245/0295
12/23/2005	2,751,874	MEMORY GUARD	02/10/2006	3245/0295
12/23/2005	2,718,573	SHOP FLOOR NETWORK	02/10/2006	3245/0295
12/23/2005	2,720,539	CONTEC	02/10/2006	3245/0295
12/23/2005	2,720,538	CONTEC	02/10/2006	3245/0295
12/23/2005	2,838,966	SYNERGY	02/10/2006	3245/0295