# CH \$40,00

#### 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
Bank of Montreal, successor collateral agent to Harris N.A.		09/23/2010	chartered bank: CANADA

#### **RECEIVING PARTY DATA**

Name:	Plaxicon Company	
Street Address:	2401 Pleasant Valley Road	
City:	York	
State/Country:	PENNSYLVANIA	
Postal Code:	17402	
Entity Type:	general partnership: CALIFORNIA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1563397	PLAXICON P

#### **CORRESPONDENCE DATA**

Fax Number: (303)223-0943

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

Phone: 303.223.1143
Email: rlow@bhfs.com
Correspondent Name: Robert B. Low

Address Line 1: 410 Seventeenth Street

Address Line 2: Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	13623.1 9/30/10 DRS
NAME OF SUBMITTER:	Robert B. Low
Signature:	/robertblow/

TRADEMARK
REEL: 004287 FRAME: 0822

900172849 REEL: 00428

Date:	09/30/2010
Total Attachments: 3 source=Plaxicon Harris TM Assignment#page1.tif source=Plaxicon Harris TM Assignment#page2.tif source=Plaxicon Harris TM Assignment#page3.tif	

TRADEMARK
REEL: 004287 FRAME: 0823

#### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

WHEREAS, pursuant to that certain Trademark Collateral Agreement, dated May 26, 2006 (the "Trademark Collateral Agreement"), recorded in the United States Patent and Trademark Office on May 31, 2006 at Reel 3318, Frame 0770, Plaxicon Company ("Releasee"), a California general partnership, granted to Bank of Montreal ("Releasor"), a Canadian chartered bank, as successor collateral agent to Harris N.A. on behalf of the Secured Creditors (as defined in that certain First Lien Security Agreement, dated May 26, 2006, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "Security Agreement")), a lien on, and a continuing security interest in (i) each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; (ii) each trademark license listed on Schedule A-2 and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and (iii) all proceeds of the foregoing, including without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages (collectively, the "Collateral"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien on and security interest in, and any and all other rights in the Collateral that Releasor has, had or could have had pursuant to the Trademark Collateral Agreement and the Security Agreement, and hereby terminates the Trademark Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Trademark Collateral Agreement to be duly executed as of September 23 2010.

BANK OF MONTREAL, as Collateral Agent

Name: Dan Weeks

Title: Vice President

## SCHEDULE A-1 TO RELEASE OF TRADEMARK COLLATERAL AGREEMENT

## REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

#### FEDERAL TRADEMARK REGISTRATIONS

MARKS

REG. No.

GRANTED

Plaxicon P & design

1,563,397

October 31, 1989

#### REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

Mark

SERIAL NO.

FILED

Plaxicon P & design

TMA474839

April 16, 1996

P & design

TMA479073

July 28, 1997

TRADEMARK REEL: 004287 FRAME: 0825

### SCHEDULE A-2

#### TRADEMARK LICENSES

None.

**RECORDED: 09/30/2010** 

TRADEMARK REEL: 004287 FRAME: 0826