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# 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
Manufacturers and Traders Trust Company		04/20/2011	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Rapid Engineering LLC
Street Address:	1100 Seven Mile Road NW
City:	Comstock Park
State/Country:	MICHIGAN
Postal Code:	49321-9782
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

# PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75059543	RAPID
Serial Number:	75060083	RAPID
Serial Number:	74696978	
Serial Number:	73691399	RAPID

# **CORRESPONDENCE DATA**

Fax Number: (416)865-7380

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

Phone: 416-865-7304

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ATTORNEY DOCKET NUMBER: 22764-2028

NAME OF SUBMITTER: Joanne Nardi

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REEL: 004533 FRAME: 0166

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Signature:	/joanne nardi/			
Date:	05/03/2011			
Total Attachments: 3 source=Rapid_Engineering_Trademark_Termination and Release#page1.tif source=Rapid_Engineering_Trademark_Termination and Release#page2.tif source=Rapid_Engineering_Trademark_Termination and Release#page3.tif				

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#### TRADEMARK TERMINATION AND RELEASE

(for Rapid Engineering LLC)

This TRADEMARK TERMINATION AND RELEASE is dated as of April 20, 2011, and made by Manufacturers and Traders Trust Company, a New York banking corporation (as agent for itself and M&T Real Estate Trust, a Maryland real estate investment trust, the "Secured Party"), in favor of Rapid Engineering LLC, a Delaware limited liability company (the "Pledgor").

# WITNESSETH:

WHEREAS, Roberts-Gordon LLC, a Delaware limited liability company ("Roberts-Gordon") (an affiliate of the Pledgor) and the Secured Party are parties to that certain Patent and Trademark Security Agreement dated as of July 27, 2004 pursuant to which Roberts-Gordon granted a security interest in certain Collateral (as hereinafter defined) to the Secured Party (the "Security Interest"); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on November 21, 2005, at Reel 3197, Frame 0691; and

WHEREAS, the Collateral was assigned by Roberts-Gordon to the Pledgor, which assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on May 11, 2009, at Reel 3984, Frame 0869; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

- 1. <u>Collateral</u>. The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in the trademarks and service marks set forth on <u>Schedule A</u> attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all reissues, continuations, continuations-in-part or extensions thereof/ all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or receivable with respect thereto, including, without limitation, all damages and payments receivable for past, present and/or future infringements thereof; (iv) the right to sue for past, present and/or future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of the Pledgor's business connected with or symbolized by the foregoing.
- 2. <u>Further Assurances</u>. The Secured Party hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Termination and Release by its duly authorized officer as of the date first above written.

MANUFACTURERS AND TRADERS TRUST COMPANY, as agent for itself and M&T Real Estate Trust

vame: Vincent J. Harper

Title: Vice President

# SCHEDULE A

Mark	Serial Number	Filing Date	Registration Number	Registration Date
RAPID	75059543	02/20/1996	2045777	03/18/1997
RAPID	75060083	02/20/1996	2054607	04/22/1997
FIREBALL	74696978	07/03/1995	2023219	12/17/1996
RAPID	73691399	10/23/1987	1556700	09/19/1989

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**RECORDED: 05/03/2011** 

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