

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
BMO Harris Bank N.A., successor by merger to M & I Marshall & Ilsley Bank, successor to Excel Bank Minnesota		02/27/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	LAI International, Inc.		
Street Address:	14350 N. 87th Street		
Internal Address:	Suite 105, Scottsdale Airpark		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2917070	LAI	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	10629-8		

CH \$40.00 2917070

NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/06/2012
Total Attachments: 6 source=LAI - Release of Security Interests#page1.tif source=LAI - Release of Security Interests#page2.tif source=LAI - Release of Security Interests#page3.tif source=LAI - Release of Security Interests#page4.tif source=LAI - Release of Security Interests#page5.tif source=LAI - Release of Security Interests#page6.tif	

RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Agreement") is entered into and dated effective as of February 27th 2012, by and between LAI International, Inc., a Minnesota corporation ("Debtor"), and BMO Harris Bank N.A., successor by merger to M&I Marshall & Ilsley Bank, successor to Excel Bank Minnesota, a national banking association ("Secured Party").

INTRODUCTION

A. Debtor and the Secured Party are parties to a Patent and Trademark Security Agreement dated June 7, 2005 (the "Security Agreement").

B. Pursuant to the Security Agreement, Debtor granted Secured Party security interests in Debtor's Patents, Trademarks and Licenses (as such terms are defined in the Security Agreement), including the patents and patent applications listed on the attached Exhibit A attached hereto, and the trademarks, trademark applications and trademark registrations listed on the attached Exhibit B.

C. The Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office with respect to trademarks on June 21, 2005 at Reel 3108, Frame 0547 and with respect to patents on June 21, 2005 at Reel 016164, Frame 0875;

D. Pursuant to the terms and conditions of that certain payoff letter, dated as of February 22 2012, by and among Debtor and Secured Party, the security interests granted under the Security Agreement in Debtor's Patents, Trademarks and Licenses, including the patents and patent applications listed on the attached Exhibit A attached hereto, and the trademarks, trademark applications and trademark registrations listed on the attached Exhibit B have been terminated.

E. The parties desire to confirm the release of all security interests in favor of the Secured Party granted pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to its obligations under the Security Agreement, Secured Party hereby agrees as follows:

AGREEMENT

1. Release of Security Interests. The Secured Party hereby waives, releases, abandons, discharges and relinquishes, without recourse, of any kind to the Debtor, its successors and assigns, any and all rights, obligations, liens, security interests, charges and encumbrances granted by Debtor in favor of Secured Party pursuant to the Security Agreement, including, but not limited to, those relating to the Patents, Trademarks and Licenses.

2. Further Cooperation. The Secured Party shall, upon reasonable request of the Debtor, execute and deliver to the Debtor, or register, or arrange to have registered by its agent, all such other assurances, and further terminations and releases necessary to carry out the terms of this Agreement, including those under the Uniform Commercial Code or the laws of the United States related to patents, trademarks, licenses, registrations or discharges of security interests in respect of intellectual property. The Debtor agrees to pay for the preparation, execution, delivery, filing and

recording of this Agreement in the appropriate jurisdictions and for all such other terminations, releases, agreements, discharges, other instruments and collateral.

3. Representation and Warranty. BMO Harris Bank N.A. hereby represents and warrants that it is the successor in interest to all of the right, title and interest in and to the security interests acquired by Excel Bank Minnesota, a national banking association under the Security Agreement and that it has all necessary power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Release of Security Interests as of the date set forth above.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Release of Security Interests as of the date set forth above.

DEBTOR:

LAI INTERNATIONAL, INC.

By: 
Stewart Cramer, President

SECURED PARTY:

**BMO HARRIS BANK N.A., successor by
merger to M&I MARSHALL & ILSLEY
BANK, successor to
EXCEL BANK MINNESOTA**

By: _____
Name:
Title:

By: _____
Name:
Title:

[signature page to Release of Security Interests (USPTO)]

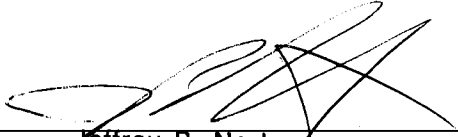
DEBTOR:

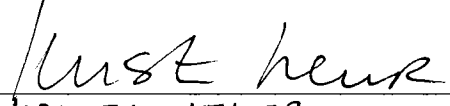
LAI INTERNATIONAL, INC.

By: _____
Stewart Cramer, President

SECURED PARTY:

**BMO HARRIS BANK N.A., successor by merger to
M&I MARSHALL & ILSLEY BANK, successor to
EXCEL BANK MINNESOTA**

By: 
Name: Jeffrey P. Nortory
Title: Senior Vice President

By: 
Name: KRISTIN LEUER
Title: VICE PRESIDENT

[signature page to Release of Security Interests (USPTO)]

**EXHIBIT A
PATENTS**

Patent No.	Title	Filed	Status
6,752,685	Adaptive nozzle system for high-energy abrasive stream cutting	4/1/02	Issued 6/22/04
6,846,221	Adaptive nozzle system for high-energy abrasive stream cutting	5/8/03	Issued 1/25/05
7,040,959	Variable Rate Dispensing System for Abrasive Material and Method Thereof	1/19/05	Issued 5/9/06

**EXHIBIT B
TRADEMARKS**

Registration No.	Jurisdiction	Registration Date	Mark
2,917,070	U.S.	1/11/05	LAI and Design