

RECC

05-29-2001



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings =>>>▼

101733096

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Citizens Bank of Massachusetts

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Massachusetts
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

5-21-01

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: April 27, 2001

2. Name and address of receiving party(ies):

Name: Centennial Technologies, Inc.

Internal Address: _____

Street Address: 7 Lopez Road

21

City: Wilmington

State: Massachusetts

ZIP: 01887

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation-State Delaware

☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,347,687

2,274,265

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John L. Slafsky / John C. Nishi

Internal Address: Wilson Sonsini Goodrich & Rosati

Street Address: 650 Page Mill Road

City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and/or registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: if fee insufficient, please use

23-2415 Attn: 4255-215

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

65E

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John C. Nishi

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002303 FRAME: 0700

EXECUTION**TERMINATION OF
BORROWER SECURITY AGREEMENT – ALL ASSETS**

This TERMINATION OF BORROWER SECURITY AGREEMENT – ALL ASSETS (this "**Agreement**") is made as of April 27, 2001, by and between CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank (the "**Lender**") and CENTENNIAL TECHNOLOGIES, INC., a Delaware corporation (the "**Borrower**").

All capitalized terms not defined herein but defined in that certain Borrower Security Agreement – All Assets, dated as of June 2, 2000 (the "**Security Agreement**"), from the Borrower in favor of the Lender, shall have meanings given to such terms in the Security Agreement.

Preliminary Statements:

WHEREAS, pursuant to the provisions of the Security Agreement, the Borrower granted to the Lender a security interest in the Collateral (including without limitation, (a) certain federally-registered trademarks and trademark applications which are listed and described in **Schedule 1** attached hereto and incorporated herein by reference (collectively, the "**Trademarks**") and (b) certain patents and patent applications which are listed and described in **Schedule 2** attached hereto and incorporated herein by reference (collectively, the "**Patents**")); and

WHEREAS, in accordance with the terms and conditions set forth herein, the Lender and the Borrower wish to terminate the Security Agreement and the security interest granted thereunder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Termination and Mutual Release:** Each of the Lender and the Borrower acknowledges and agrees that, effective as of the date hereof, the Security Agreement (and the security interest granted thereunder by the Borrower to the Lender in all of the Collateral (including without limitation, the Patents, Trademarks and all goodwill of the Borrower associated with or symbolized by any of the Trademarks or Patents and the use thereof)) is hereby terminated and shall have no further force or effect. Each of the Lender and the Borrower, on its own behalf, and on behalf of its current or former officers, directors, shareholders, employees, agents, attorneys, representatives, affiliates, parent companies, predecessors, successors and assigns (collectively, the "**Releasing Party**"), hereby waives, releases, promises never to assert against and forever discharges any claims, disputes, causes of action, costs, expenses, liabilities, obligations and actions in any jurisdiction or venue (including but not limited to courts, governmental agencies or alternative dispute resolution procedures), whether or not now known, against any other party hereto or any of such other party's officers, directors, employees, investors, shareholders, subsidiaries, predecessor and successor business

entities, agents, attorneys and assigns (collectively, the "Released Party") that the Releasing Party ever had, or now has, or may in the future have against the Released Party arising under or otherwise relating to the Security Agreement.

2. Miscellaneous.

2.1 This Agreement may be executed in more than one counterpart, each of which taken together shall constitute one and the same instrument. This Agreement shall become effective only upon execution by all parties hereto.

2.2 The provisions of this Agreement shall be binding upon the respective successors and assigns of the parties hereto.

2.3 The Lender hereby agrees to execute and deliver to the Borrower such documents and instruments as the Borrower may prepare and deliver to the Lender in order to effectuate of record the termination of the Lender's security interest in the Collateral, as contemplated hereunder.

2.4 This Agreement is executed and delivered under seal and shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their proper and duly authorized officers as of the date first written above.

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

Name: 

By: 

Ralph Letner, Vice President

WITNESS:

CENTENNIAL TECHNOLOGIES, INC.

Name: _____

By: _____

Name: _____

Title: _____

Its duly authorized officer

entities, agents, attorneys and assigns (collectively, the "Released Party") that the Releasing Party ever had, or now has, or may in the future have against the Released Party arising under or otherwise relating to the Security Agreement.

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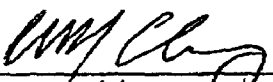
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WITNESS:

CITIZENS BANK OF MASSACHUSETTS


Name: William McElroy

By: 

Ralph Letner, Vice President

WITNESS:

CENTENNIAL TECHNOLOGIES, INC.

Name: _____

By: _____

Name: _____

Title: _____

Its duly authorized officer

entities, agents, attorneys and assigns (collectively, the "**Released Party**") that the Releasing Party ever had, or now has, or may in the future have against the Released Party arising under or otherwise relating to the Security Agreement.

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WITNESS:

CITIZENS BANK OF MASSACHUSETTS

Name: _____

By: _____

Ralph Letner, Vice President

WITNESS:

CENTENNIAL TECHNOLOGIES, INC.

Name: _____

By: _____

Name: _____

Title: _____

Its duly authorized officer

Carol A. Gallagher

Richard J. Pulisifer
Name: *Richard J. Pulisifer*
Title: *CFO*

4/26/2001 15:33 FAX 8179512125

PEABODY & ARNOLD LLP

+6175708150

T-711 P.09/12 Job-093

APR-28-01 15:00 From:GOODWIN,PROCTER & HOAR LLP

entities, agents, attorneys and assigns (collectively, the "Released Party") that the Releasing Party ever had, or now has, or may in the future have against the Released Party arising under or otherwise relating to the Security Agreement.

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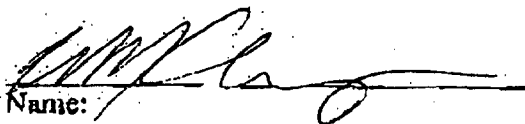
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their proper and duly authorized officers as of the date first written above.

WITNESS:

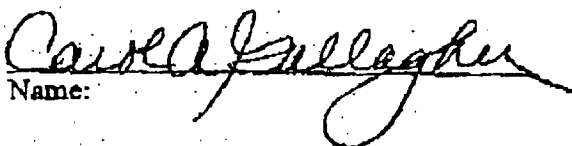
CITIZENS BANK OF MASSACHUSETTS

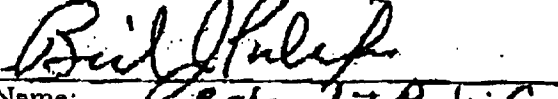

Name:

By: 
Ralph Letner, Vice President

WITNESS:

CENTENNIAL TECHNOLOGIES, INC.


Name:

By: 
Name: Richard J. Pulsifer
Title: CFO
Its duly authorized officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 27 2001

Then personally appeared the above-named Ralph Letner, as Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.

Patricia A. Brunson
Notary Public
My commission expires: Jan. 11, 2002
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

April __, 2001

Then personally appeared the above-named _____ as _____ of Centennial Technologies, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Centennial Technologies, Inc., before me.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 27 2001

Then personally appeared the above-named Ralph Letner, as Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.

Patricia A. Brunson

Notary Public

My commission expires: Jan. 11, 2002

[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

April __, 2001

Then personally appeared the above-named _____ as _____ of Centennial Technologies, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Centennial Technologies, Inc., before me.

Notary Public

My commission expires:

[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April __, 2001

Then personally appeared the above-named Ralph Letner, as Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.

Notary Public

My commission expires:

[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.April 27 2001

Then personally appeared the above-named Richard J. Pulsifer as Chief Financial Officer of Centennial Technologies, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Centennial Technologies, Inc., before me.

Notary PublicMy commission expires: 11/8/02

[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 27, 2001

Then personally appeared the above-named Ralph Letner, as Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Citizens Bank of Massachusetts, before me.

Rita L. Schultheiss

Notary Public RITA L. SCHULTHEISS, Notary Public

My commission expires April 2, 2004

[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April __, 2001

Then personally appeared the above-named Richard J. Pilsifer as
 _____ of Centennial Technologies, Inc., and acknowledged the foregoing
 instrument to be his/her free act and deed and the free act and deed of Centennial Technologies,
 Inc., before me.

Raymond C. Zuck

Notary Public

My commission expires:

[AFFIX NOTARIAL SEAL]

TERMINATION OF SECURITY AGREEMENT

by and between

CITIZENS BANK OF MASSACHUSETTS
(the "**Lender**")

and

CENTENNIAL TECHNOLOGIES, INC.
(the "**Borrower**")

LIST OF U.S. REGISTERED TRADEMARKS (AND APPLICATIONS THEREFOR)**Schedule 1**

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

<u>Item No.</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Filing</u>	<u>Date of Registration</u>
1.	CENTENNIAL	75511644	2274265	N/A	08/31/99
2.	CENTENNIAL (image)	75512920	2347687	N/A	05/02/00

TERMINATION OF SECURITY AGREEMENT**by and between****CITIZENS BANK OF MASSACHUSETTS
(the "Lender")****and****CENTENNIAL TECHNOLOGIES, INC.
(the "Borrower")**

LIST OF U.S. PATENTS (AND APPLICATIONS THEREFOR)**Schedule 2**

The following patent is filed with the United States Patent and Trademark Office and owned by the Borrower:

<u>Item No.</u>	<u>Patent</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>	<u>Date of Issuance</u>
1.	Rechargeable SRAM/Flash PCMCIA CARD	N/A	5,706,239	N/A	01/06/98

451707_1



May 18, 2001

Box Assignment
Director – U.S. Patent and Trademark Office
Washington, D.C. 20231

Re: Recordation of Release of Security Interest

MARK: CENTENNIAL AND DESIGN
Registration No.: 2,347,687
Registrant: Centennial Technologies, Inc.
Registration Date: May 2, 2000
Attorney Docket No.: 4255-215(a)

MARK: CENTENNIAL
Registration No.: 2,274,265
Registrant: Centennial Technologies, Inc.
Registration Date: August 31, 1999
Attorney Docket No.: 4255-215(b)

Dear Director:

Enclosed for filing are (i) a duly executed Recordation Form Cover Sheet and (ii) a Termination of Borrower Security Agreement – All Assets to record the release of security interest against the above identified registrations.

Also enclosed is a check made payable to the “Commissioner for Patents and Trademarks” in the amount of \$65.00 for the recording of this release of security interest. The Commissioner is authorized to charge any additional fees which may be required, including extension fees, or credit any overpayment to Deposit Account No. 23-2415 ATTN: 4255-215.

**CERTIFICATE OF MAILING UNDER
37 C.F.R. §1.8(a)**

I hereby certify that this correspondence is being deposited with the United States Postal Services as first class mail in an envelope addressed to the Box Assignment Branch-Fee, Commissioner for Patents & Trademarks, Washington D.C. 20231, on:

ANDRIANA LAM
Printed Name
Andriana Lam
Signature

May 18, 2001
Date of Deposit
May 18, 2001
Date

Wilson Sonsini Goodrich & Rosati
PROFESSIONAL CORPORATION

Box Assignment
May 18, 2001
Page 2

Please return the release of security interest recordation papers with the stamped reel and frame numbers to us at the address shown below:


John C. Nishi
Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
(650) 493-9300

I would appreciate your acknowledging receipt of the attached Recordation Form Cover Sheet, Termination of Borrower Security Agreement – All Assets and filing fee by stamping the enclosed post card with the date received and returning it to me.

Thank you for your attention to this matter.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation


David C. Eberle
Senior Paralegal

Enclosure

cc: Michael S. Ringler (w/encl.)
deAnna Toney (w/encl.)