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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 3.19.04  
Canadian Imperial Bank of Commerce  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Collateral Agent  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Capital Tool & Design Limited  
Internal  
Address:  
Street Address: 60 Citation Drive  
City: Concord State: Canada Zip:  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Ontario, Canada  
 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

3. Nature of conveyance:  
 Assignment  Merger  
 Release of Security Agreement  Change of Name  
 Other  
Execution Date: July 17, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 1,918,696  
\_\_\_\_\_

Additional number(s) attached  Yes  No


5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David J. Davis  
Internal Address: Baker & McKenzie  
Suite 3500  
Street Address: 130 E. Randolph Drive  
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
501649

YES MAR 19 PM 2:33  
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature:  
David J. Davis  March 10, 2004  
Name of Person Signing Signature Date

6

03/23/2004 08:58:56 00000005 501649 1918696 Total number of pages including cover sheet, attachments, and document:  
01 FC:8521 40.00 DA Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK RELEASE**

This Release granted on this 17 day of July, 2003, by CANADIAN IMPERIAL BANK OF COMMERCE, as Collateral Agent ("Agent"), with principal offices at Commerce Court West, Toronto, Ontario, Canada, to Capital Tool. & Design Limited, as Ontario corporation ("Grantor"), with principal offices at 60 Citation Drive, Concord, Ontario L4K 2W9, as follows:

**W I T N E S S E T H**

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Trademark Security Agreement and the Security Agreement, dated as of July 10, 1996, between the Agent and the Grantor (collectively, the "Security Agreements")); and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Marks, and more particularly, the security interest in the marks, mark registrations and mark applications as set forth on Schedule A hereto, granted to Agent by the Grantor by the Security Agreements, which Assignment was duly recorded on September 26, 2001 at Trademark Reel 002384, Frame 0080 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,  
has caused this instrument to be executed under seal on the date first written above.

CANADIAN IMPERIAL BANK OF  
COMMERCE,  
as Collateral Agent

By

  
Name: JOYCE DaSILVA  
Title: Asst. General Manager

By

  
ANN MARIE MERRICK  
Asst. General Manager

CITY OF TORONTO )  
 ) ss.:  
PROVINCE OF ONTARIO)

On this 17<sup>th</sup> day of July, 2003, before me personally appeared Joyce DeSilva and Anne Marie Merrick, to me

known who, being by me duly sworn, did depose and say that <sup>They are each</sup> ~~she is~~ an Asst. General Manager of Canadian Imperial Bank of Commerce described herein and which executed the foregoing instrument and that [s]he signed his/her name thereto pursuant to the authority granted by Canadian Imperial Bank of Commerce.

  
\_\_\_\_\_  
Notary Public

SCHEDULE A

<b>U.S. FEDERAL TRADEMARK</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
FREEDOM THROUGH TECHNOLOGY	74/362,055	1,918,696	9/12/95

**DECLARATION**

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce and that the Applicant had a bona fide intention to use the mark in commerce on or in connection with the goods or services listed in the application as of the application filing date; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above-identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and all statements on information and belief are believed to be true.

**POWER OF ATTORNEY/APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Applicant hereby appoints Leslie Bertagnolli, Paula Krasny, David I. Roche, David J. Davis, Jasmine Abdel-khalik, Patricia Y. Song, Lisa Luedke, Jeanny Haw, and Annette Honan members of the Bar of the State of Illinois, whose mailing address is One Prudential Plaza, Suite 3100, Chicago, Illinois 60601, to prosecute this application, record ownership changes, assignments, security interests (and releases therefrom) to transact all business in the Patent and Trademark Office in connection with it, and to receive the certificate of registration. Please address all communications to one of these appointed attorneys, who shall serve as our domestic representatives upon whom notice or process in proceedings affecting the mark may be served.

**Capital Tool & Design Limited**Date: Nov. 11 / 03

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Name: Ella Yee  
Title: Vice President, Finance

David Davis  
BAKER & MCKENZIE  
One Prudential Plaza  
130 East Randolph Drive  
Chicago, Illinois 60601  
312/861-8019