

07-28-2004

7-26-04



102801389

To the Honorable Commissioner

with the attached original document, or copy thereof.

1. Name of conveying party(ies):

Sovereign Bank (successor in interest to Fleet National Bank)

- Individual
- General Partnership
- Corporation-State:
- Other _____
- Association
- Limited Partnership

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

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

Name: **Energyst Development Center, LLC**
Address: **2051 Valley View Lane**

City **Dallas** State **Texas** Zip Code: **75234-8920**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership **Texas**
- Corporation-State:
- Other

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

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release of Trademark and Patent Security Interest**
- Merger
- Change of Name

Execution Date: **July 15, 2004**

4(a). Trademark Application No.(s):

4(b). Trademark Registration No.(s): **See Attached Sheet**

Additional numbers attached? Yes No

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

Name **Vaibhav P. Kadaba**
Address: **KILPATRICK STOCKTON LLP**
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41) enclosed: **\$ 240**

JUL 26 AM 7:10
OPR/FINANCE

DO NOT USE THIS SPACE

8. 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

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Director of the U.S. Patent & Trademark Office, Mailstop Assignment Recordation Services, P.O. Box 1450, Alexandria, VA 22313-1450, on July 22, 2004.

Vaibhav P. Kadaba
Name of Person Signing

Vaibhav P. Kadaba
Signature

7/22/04
Date

Attorney Docket No: **54330/298960**

Total number of pages including cover sheet: **5**

Mail documents to be recorded with required cover sheet information to:

07/27/2004 REGISTRATION 00000022 1292077

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

Director of the U.S. Patent & Trademark Office
Mailstop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRYOJET	1292077	8/28/84
E AND DESIGN	2,500,600	10/23/01
ENERSYST	1160820	7/14/81
FOOD FINISHER	1092750	6/6/78
FRY-BAKER	1474869	2/2/88
H MONITOR	1734483	11/24/92
JET CRISPER	1230972 (Cancelled)	3/15/83
JET SWEEP	1040511	6/1/76
JETOASTER	1317943	2/5/85
E AND DESIGN	2160662	5/26/98
ES AND DESIGN	1160821 (Cancelled)	7/14/81

RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST

This **RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST** (this "**Release**") is executed this 17th day of July, 2004 by **SOVEREIGN BANK** (a successor in interest to **FLEET NATIONAL BANK**), a national banking association ("**Collateral Agent**").

RECITALS:

A. Pursuant to a certain Loan Agreement executed between the Collateral Agent and Enersyst Development Center, L.L.C. ("**Owner**") and certain other parties on December 21, 1999, ("**Loan Agreement**"), the Collateral Agent made certain loans to Owner (the "**Loans**").

B. In conjunction with the Loan Agreement the parties executed an Intellectual Property Security Agreement dated December 21, 1999 ("**Security Agreement**"), pursuant to which the Owner granted a security interest to Collateral Agent in certain trademarks, tradenames, terms and designs ("**Trademarks**") and certain patents and patent applications ("**Patents**"), including the U.S. federal trademark registrations and patents specified in **Schedule A** hereto.

C. The Security Agreement was recorded in the U.S. Patent and Trademark Office on January 4, 2000, at reel/frame 2016/0909.

D. The indebtedness arising under the Loan Agreement and secured by the Trademarks and Patents having been satisfied in full, the Collateral Agent is obligated to release the Trademarks and Patents from the liens, security interests, and other rights arising under the Security Agreement.

RELEASE:

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Collateral Agent hereby **RELEASES AND FOREVER DISCHARGES** any and all liens, security interests, titles, assignments, and other rights against the Trademarks and Patents, arising pursuant to or otherwise evidenced by the Security Agreement and any other documents securing the Loan, and hereby **RECONVEYS, REASSIGNS, TRANSFERS AND DELIVERS** to the Owner all rights with respect to the Trademarks and Patents, and any and all other rights, titles, and interests heretofore assigned and transferred unto the Collateral Agent pursuant to the Security Agreement and, to the extent relating to the Trademarks and Patents, pursuant to any other documents securing the Loan. This Release shall be binding upon Collateral Agent and Collateral Agent's successors and assigns and shall inure to the benefit of Owner and Owner's successors and assigns, and any present or future owner of any interest in the Trademarks and Patents.

EXECUTED as of the date first written above.

SOVEREIGN BANK

By: John P Bowen

Typed Name: John P. Bowen

Title: Vice President

This instrument was executed and acknowledged before me on this 15th day of July, 2004, by

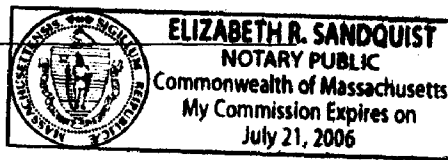
JOHN P. BOWEN, who is personally known to me or who produced
DRIVER'S LICENSE as identification.

Elizabeth R Sandquist

Notary Public

(SEAL)

My commission expires:



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRYOJET	1292077	8/28/84
E AND DESIGN	2,500,600	10/23/01
ENERSYST	1160820	7/14/81
FOOD FINISHER	1092750	6/6/78
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JETOASTER	1317943	2/5/85
E AND DESIGN	2160662	5/26/98
ES AND DESIGN	1160821 (Cancelled)	7/14/81

U.S. PATENTS

<u>Patent Number</u>	<u>Issue Date</u>
5423248	6/13/95
5818014	10/6/98
4368664	1/18/83
5131841	7/21/92
5683240	11/4/97
5404808	4/11/95
4409453	10/11/83
5510601	4/23/96
4338911	7/13/82
4679542	7/14/87
5210387	5/11/93
4965435	10/23/90
5161889	6/10/92
4523391	6/18/85

<u>Patent Number</u>	<u>Issue Date</u>
4831238	5/16/89
5078050	1/7/92
4750276	6/14/88
4354549	10/19/82
5134263	7/28/92
5717192	2/10/98
5310978	5/10/94
5582758	12/10/96
5958274	9/28/99
4876426	10/24/89
5539187	7/23/96
5147994	9/15/92
5449888	9/12/95
4474498	10/2/84
5401940	3/28/95
4835351	5/30/89
5365918	11/22/94
4492839	1/8/85
4479776	10/30/84
5398666	3/21/95
5205274	4/27/93
6250296	6/26/01
6131559	10/17/2000
6227189	5/8/01

U.S. PROVISIONAL APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>
60/130067	4/19/99
60/146675	8/2/99