

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

05-12-1998



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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

MAY 1 1998

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID#
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☐ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☒ Other  Release of Security Interest
- U.S. Government**  
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1)  GEFINOR BANK LTD.

Execution Date  
Month Day Year  
 10 17 1997

Name (line 2)  a Cayman Islands banking corporation

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)  SHEAFFER Holdings (Delaware) Inc.

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)  a Delaware corporation

Address (line 1)  301 Avenue H

Address (line 2)

Address (line 3)  Fort Madison

Iowa

52627

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

05/11/1998 TTOW11 00000174 4273458

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT  
REEL: 9146 FRAME: 0841

**Correspondent Name and Address**

Area Code and Telephone Number (815) 987-9820

Name Keith Frantz

Address (line 1) Suite 200

Address (line 2) 401 West State Street

Address (line 3) Rockford, Illinois 61101

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 11

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)


	4273458	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT PCT PCT  
PCT PCT PCT

**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Keith Frantz

Name of Person Signing

Signature

Date

04-28-98

**TERMINATION, RELEASE AND REASSIGNMENT OF  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "*Release*") effective as of the 17<sup>th</sup> day of October, 1997 by GEFINOR BANK LTD., a Cayman Island banking corporation ("*Gefinor Bank*"), GEFINOR, S.A., a company organized under the laws of Luxembourg ("*Gefinor*"), and GEFINOR (U.S.A.), Inc., a corporation organized under the laws of New York ("*Gefinor (U.S.A.)*"), with Gefinor, Gefinor (U.S.A.) and Gefinor Bank being hereinafter individually and collectively referred to as "*Lenders*". All capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Credit Documents (as defined below).

WITNESSETH:

WHEREAS, Sheaffer Inc., a Delaware corporation (the "*Borrower*"), and Lenders are parties to certain "Credit Documents," including, without limitation, those Credit Documents listed on Schedule I hereto and the Intercreditor Arrangements (as defined below);

WHEREAS, Borrower is obligated to Lenders for the repayment of principal, interest and other charges pursuant to the Credit Documents;

WHEREAS, Borrower, Lenders, Sheaffer Holdings (Delaware), Inc. ("*Grantor*") and The Provident Bank ("*Provident*") are parties to intercreditor arrangements which include an Intercreditor and Subordination Agreement dated as of December 14, 1995, as amended by Amendment to Intercreditor and Subordination Agreement dated as of April 1, 1996, a Second Amendment to Intercreditor and Subordination Agreement dated as of September 18, 1996, a Third Amendment to Intercreditor and Subordination Agreement dated as of October 18, 1996, a Fourth Amendment to Intercreditor and Subordination Agreement dated as of April 25, 1997 and a Fifth Amendment to Intercreditor and Subordination Agreement dated as of September 15, 1997 (collectively referred to as the "*Intercreditor Agreement*"), an Omnibus Agreement dated as of December 14, 1995 between Sheaffer Holdings (Guernsey) Limited, Scheaffer International (Guernsey) Limited ("*Sheaffer International*"), Provident and Gefinor Bank ("*Omnibus Agreement*"), a Subordination Deed between Sheaffer Pen (UK) Limited ("*Sheaffer UK*"), Provident, Borrower, Sheaffer Penco France EURL ("*Sheaffer France*"), Gefinor and Gefinor Bank ("*Subordination Deed*") and a Subordination and Priorities Agreement between Sheaffer International, Provident and Gefinor Bank, together with various other documents and instruments collectively evidencing the intercreditor and subordination arrangements between Lenders and Provident (all of which, including the Intercreditor Agreement, the Omnibus Agreement, and the Subordination Deed, are collectively referred to as the "*Intercreditor Arrangements*");

WHEREAS, the Borrower, Grantor and their affiliates are parties to additional agreements including, without limitation, the agreements listed on Schedule II (the "*Security Documents*") which secure the Borrower's Obligations under the Credit Documents and the Guaranties of its affiliates and which are part of the Credit Documents;

WHEREAS, various affiliates of Borrower have guaranteed the repayment of Borrower's Obligations under the Credit Documents, under various guaranties, including, without limitation, the guaranties listed on Schedule III attached hereto (the "*Guaranties*");

WHEREAS, the Borrower has paid all of its Obligations under the Credit Documents and under its agreements with Provident on the date hereof such that the Guaranties, the Security Documents and the Intercreditor Arrangements may be terminated;

WHEREAS, in connection with the payment of all Obligations to Lenders and the termination of the Guaranties and Security Documents, the Borrower has requested the Lenders to enter into this Agreement, and the Lenders have agreed to enter into this Agreement;

WHEREAS, concurrently herewith, Sheaffer Pen Corporation (formerly named Doctor Acquisition Corporation), a corporation organized under the laws of Delaware ("*Purchaser*"), is acquiring from Borrower and its affiliates the "Assets", as defined in that certain Asset and Stock Purchase Agreement dated as of July 30, 1997, among Purchaser, Borrower and others, which definition is incorporated herein by reference (the "*Sheaffer Assets*"); and

WHEREAS, in connection with Borrower's payment of the Obligations, the Lenders have agreed to release their liens, security interests and other encumbrances against all intellectual property of the Grantor (the "*Intellectual Property*"), including but not limited to the Patents listed on Exhibit A attached hereto (the "*Released Patents*"), the Copyrights listed on Exhibit B attached hereto (the "*Released Copyrights*") and the Trademarks listed on Exhibit C attached hereto (the "*Released Trademarks*") and the goodwill symbolized by such Released Trademarks.

NOW, THEREFORE, in consideration of these premises, the Lenders agree as follows:

1. Each of the Lenders re-assigns, re-conveys, re-grants, re-transfers and releases to the Grantor or, at Purchaser's request, Purchaser, all of their respective right, title and interest, if any, in and to the Intellectual Property, including but not limited to the Released Patents, the Released Copyrights and the Released Trademarks and the goodwill symbolized by such Released Trademarks, it being understood that the right, title, and interest, if any, of any of the Lenders in and to the Released Patents, the Released

Copyrights and the Released Trademarks is solely that of a secured party pursuant to the Security Documents. Each of the Lenders will execute and deliver to the Grantor or, at Purchaser's request, Purchaser, all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Intellectual Property, including but not limited to the Released Patents, the Released Copyrights and the Released Trademarks that were granted by the Grantor under the Security Documents, in a form and on terms reasonably satisfactory to the Purchaser, to release the lien, security interest and encumbrance of each of the Lenders against the Intellectual Property, including but not limited to the Released Patents, the Released Copyrights and the Released Trademarks and the goodwill symbolized thereby and including the right, if any, to recover for all past, present and future infringement thereof, all renewals thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto. Purchaser may rely on the provisions of this paragraph as if it were a party to this Agreement.

2. Each of the Lenders agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor to the Lenders relating to the Intellectual Property, including, but not limited to the Released Patents, the Released Copyrights and the Released Trademarks, under the Security Documents.

3. This Release shall be governed by, and constructed in accordance with, the laws of the State of New York.

4. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

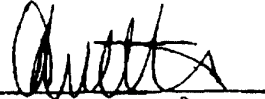
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IN WITNESS WHEREOF, each of the undersigned has caused this  
Termination, Release and Reassignment of Security Interest in Intellectual Property Rights to  
be duly executed and delivered by a duly authorized officer and effective on the day and year  
first above written.

GEFINOR BANK LTD.

By:   
Name: DWITTER  
Title: CHAIRMAN

GEFINOR (U.S.A.), INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GEFINOR, S.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

33\_NYLSA/9922.2

Draft: October 16, 1997

IN WITNESS WHEREOF, each of the undersigned has caused this Termination, Release and Reassignment of Security Interest in Intellectual Property Rights to be duly executed and delivered by a duly authorized officer and effective on the day and year first above written.

GEFINOR BANK LTD.

By: William Beckett  
Name:  
Title:

GEFINOR (U.S.A.), INC.

By: William Beckett  
Name:  
Title:

GEFINOR, S.A.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Termination, Release and Reassignment of Security Interest in Intellectual Property Rights to be duly executed and delivered by a duly authorized officer and effective on the day and year first above written.

GEFINOR BANK LTD.

By: \_\_\_\_\_  
Name:  
Title:

GEFINOR (U.S.A.), INC.

By: \_\_\_\_\_  
Name:  
Title:

GEFINOR, S.A.

By: \_\_\_\_\_  
Name: *DUSSEIM*  
Title: *chairman*



STATE OF New York )  
 ) SS:  
COUNTY OF New York )

On this 17<sup>th</sup> day of October 1997, before me personally appeared William J. Buckle, who acknowledged herself/himself to be a \_\_\_\_\_ of Gefinor Bank Ltd., a corporation organized under the laws of the Cayman Islands, and that s/he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as \_\_\_\_\_ and who acknowledged the execution of the foregoing instrument to be her/his free act and deed and the free act and deed of the corporation.

In witness whereof, I have set my hand.

Mary Frances Ennis  
Notary Public

MARYFRANCES ENNIS  
A Notary Public of New York  
My Commission Expires Oct. 3, 1998

ACKNOWLEDGMENTS

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On this 17<sup>th</sup> day of October, 1997, before me personally appeared K. Dusseimi who acknowledged herself/himself to be a signatory of Gefinor, S.A., a corporation organized under the laws of Luxembourg, and that s/he, as such signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as signatory and who acknowledged the execution of the foregoing instrument to be her/his free act and deed and the free act and deed of the corporation.

In witness whereof, I have set my hand.

Mary Frances Ennis  
Notary Public

**MARYFRANCES ENNIS**  
A Notary Public of New York  
My Commission Expires Oct. 3, 1998

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1997, before me personally appeared \_\_\_\_\_, who acknowledged herself/himself to be a \_\_\_\_\_ of Gefinor (U. S.A.), Inc., a corporation organized under the laws of New York, and that s/he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as \_\_\_\_\_ and who acknowledged the execution of the foregoing instrument to be her/his free act and deed and the free act and deed of the corporation.

In witness whereof, I have set my hand.

\_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1997, before me personally appeared \_\_\_\_\_, who acknowledged herself/himself to be a signatory of Gefinor, S.A., a corporation organized under the laws of Luxembourg, and that s/he, as such signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as signatory and who acknowledged the execution of the foregoing instrument to be her/his free act and deed and the free act and deed of the corporation.

In witness whereof, I have set my hand.

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

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

On this 17<sup>th</sup> day of October 1997, before me personally appeared William J. Beckwith who acknowledged herself/himself to be a \_\_\_\_\_ of Gefinor (U. S.A.), Inc., a corporation organized under the laws of New York, and that s/he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as \_\_\_\_\_ and who acknowledged the execution of the foregoing instrument to be her/his free act and deed and the free act and deed of the corporation.

In witness whereof, I have set my hand.

Mary Frances Ennis

MARYFRANCES ENNIS  
A Notary Public of New York  
My Commission Expires Oct. 3, 1998

SS\_NYL3A/39822.2

PATENT  
REEL: 9146 FRAME: 0851

**SCHEDULE II**  
**GEFINOR SECURITY DOCUMENTS**

1. Amended and Restated Loan and Security Agreement between Gefinor (U.S.A.) Inc. ("GUSA") and Sheaffer Inc. ("Sheaffer"), as amended, modified or supplemented.
2. First Amendment to amended and restated Loan and Security Agreement between Sheaffer Inc. and Gefinor (U.S.A.) Inc.
3. Second Amendment to Amended and Restated Loan and Security Agreement between Sheaffer Inc. and Gefinor (U.S.A.) Inc.
4. Fourth Amended and Restated Term Loan Note executed by Sheaffer in favor of GUSA in the principal sum of \$9,500,000.
5. Third Amended and Restated Note.
6. Assignment of Copyright Security Agreement by and between Gefinor Bank Ltd. and Pearl Street L.P. dated as of January 31, 1995.
7. Assignment of Copyright Security Agreement dated as of April 1, 1996 between Gefinor Bank Ltd. and Gefinor S.A.
8. Assignment of Copyright Security Agreement dated as of April 1, 1996 between Gefinor S.A. and Gefinor Investment S.A.
9. Assignment of Copyrights Security Agreement dated as of April 1, 1996 between Gefinor Investment S.A. and Gefinor (U.S.A.) Inc.
10. Assignment of Trademark Security Agreement by and between Gefinor Bank Ltd. and Pearl Street L.P. dated as of January 31, 1995.
11. Sheaffer Holdings (Delaware) Trademark Security Agreement dated January 16, 1996 between Sheaffer Holdings (Delaware) and Gefinor Bank Ltd.
12. (2) Assignments of Trademark Security Interest each dated as of April 1, 1996 between Gefinor Bank Ltd. and Gefinor S.A.
13. (2) Assignments of Trademark Security Interest each dated as of April 1, 1996 between Gefinor S.A. and Gefinor Investment S.A.

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PATENT  
REEL: 9146 FRAME: 0852

14. (2) Assignments of Trademark Security Interest each dated as of April 1, 1996 between Gefinor Investment S.A. and Gefinor (U.S.A.) Inc.
15. Assignment of Mortgage and Assignment of Security Interest in Letters Patent by and between Gefinor Bank Ltd. and Pearl Street L.P. dated as of January 31, 1995.
16. Assignment of Mortgage and Assignment of Security Interest in Letters Patent dated as of April 1, 1996 between Gefinor Bank Ltd. and Gefinor S.A.
17. Assignment of Mortgage and Assignment of Security Interest in Letters Patent dated as of April 1, 1996 between Gefinor S.A. and Gefinor Investment S.A.
18. Assignment of Mortgage and Assignment of Security Interest in Letters Patent dated as of April 1, 1996 between Gefinor Investments S.A. and Gefinor (U.S.A.) Inc.

SS, NYL3A/39822.2