

05-27-1998

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Attorney Docket Number

3756-083-999

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Box Assignment
Washington, DC 20231

MAY 15-98

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Transamerica Business Credit CorporationAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other **Termination and Release of Security Interests**Effective Date: **January 22, 1998**

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

Name: **Talley Automotive Products, Inc.****(Delaware Corporation)**Address: **2702 North 44th Street****Phoenix, Arizona**

Country (if other than USA):

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) **SEE ATTACHED SCHEDULE**B. Patent No.(s) **SEE ATTACHED SCHEDULE**Additional numbers attached? ☒ Yes ☐ No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Nancy A. Zoubek, Esq.

File No.: 3756-083-999

6. Number of applications and patents involved: **9**7. Total fee (37 CFR 3.41):.....\$ **360.00**
Please charge this amount and any other necessary fees to the deposit account listed in Section 8.8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

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.***Nancy A. Zoubek**

Name of Person Signing Reg. No.

Signature

May 15, 1998

Date

Total number of pages including cover sheet:

7

05/26/1998 TTOM11 00000033 161150 4902036
Sale Ref: 00000123 BOM: 161150 4902036
01 FC:581 360.00 CH

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

PATENT

PENY4-685971.1

REEL: 9178 FRAME: 0650

TALLEY AUTOMOTIVE PRODUCTS, INC.

PATENTS AND PATENT APPLICATIONS

<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>EXPIRES</u>
US	4,902,036	2/20/90	325,087	3/15/89	2/20/07
US	4,923,212	5/8/90	233,191	8/17/88	5/8/07
US	4,865,635	9/12/89	233,194	8/17/88	9/12/06
US	4,907,819	3/13/90	246,065	9/16/88	3/13/07
US	4,913,461	4/3/90	290,544	12/27/88	4/3/07
US	Re. 33,938 (Reissue of 4,877,264)	5/26/92	601,252	10/19/90	10/31/06
US	5,058,921	10/22/91	445,231	12/4/89	10/22/08
US	5,046,429	9/10/91	515,820	4/27/90	9/10/08
US	5,310,214		862,443	4/2/92	

**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is granted and made effective as of January 22, 1998 by TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Agent") and TALLEY AUTOMOTIVE PRODUCTS, INC., a Delaware Corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor and the Agent, in its capacity as collateral agent for various lenders, entered into a Patent, Trademark and Copyright Security Interest Agreement, dated as of October 22, 1993 (the "Agreement"), pursuant to which Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the Intellectual Property, as defined in the Agreement (collectively, the "Released Intellectual Property");

WHEREAS, a security interest was recorded with the United States Patent and Trademark Office on November 4, 1993 on Reel/Frame Numbers 6748/0504 with respect to the patents and patent applications listed on Schedule A attached hereto (the "Scheduled Intellectual Property");

WHEREAS, Grantor has fulfilled its obligations and has requested that the Agent terminate all security interests in and liens on all Released Intellectual Property, including without limitation the Scheduled Intellectual Property; and

WHEREAS, the Agent is willing to release such security interests and liens;

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

1. The Agent re-grants, re-conveys, re-assigns, re-transfers and releases to the Grantor whatever rights, title and interest, if any, in and to the Released Intellectual Property, including but not limited to each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the patents and trademarks set forth, respectively, on Schedules A and B, attached hereto, together with the goodwill of the business symbolized by each trademark and the registrations of and applications for each patent, trademark and copyright, it being understood that the Agent's right, title, and interest, if any, in and to the Released Intellectual Property is solely that of a secured party pursuant to the Agreement. The Agent will execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property that were granted by the Grantor under the Agreement, in a form and on terms reasonably satisfactory to the Grantor, to release the Agent's lien, security interest and encumbrance against the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property and the goodwill symbolized by the trademarks, and including the right, if any, to all re-issues, extensions or renewals thereof and to recover for all past, present and future infringement thereof and royalties and other monies relating thereto, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. The Agent agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released Intellectual Property, including, but not limited to the Scheduled Intellectual Property, under the Agreement.

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

4. This Release may be executed in two 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.

IN WITNESS WHEREOF, the parties have caused this
Release to be duly executed and delivered by a duly authorized
officer and made effective as of the date first set forth above.

Dated:

TRANSAMERICA BUSINESS CREDIT CORPORATION,
as Agent

By: 

Name: Michael S. Burns

Title: Senior Vice President

TALLEY AUTOMOTIVE PRODUCTS, INC.
as Grantor

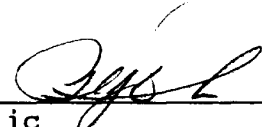
By: 

Name: Mark S. Dickerson

Title: Secretary

STATE OF *Connecticut*)
) ss:
COUNTY OF *Hartford*)

On this 24th day of April, 1998 before me appeared Michael S. Burns, who, being by me duly sworn, deposes and says that he/she is the Sr. VP of Transamerica Business Credit Corporation, and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

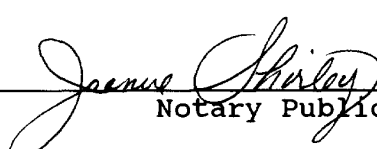


Notary Public

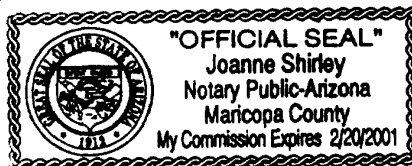
PAUL J. DUROSKO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1999

STATE OF *Arizona*)
) ss:
COUNTY OF *Maricopa*)

On this 4th day of May, 1998 before me appeared Mark S. Dickerson, who, being by me duly sworn, deposes and says that he/she is the Secretary of Talley Defense Systems, Inc., and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.



Notary Public



Schedule A

TAILEY AUTOMOTIVE PRODUCTS, INC.

PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Issued	Serial No.	Filed	Expires	Invention
US	4,902,036	2-20-90	326,087	3-16-89	2-20-07	Deflector Ring for Use with Inflators with Passive Restraint Devices
W. Germany			P3900931.9	1-14-89		Deflector Ring for Use with Inflators with Passive Restraint Devices
Japan			1-8776	1-19-89		Deflector Ring for Use with Inflators with Passive Restraint Devices
US	4,823,212	5-8-90	233,181	8-17-88	5-8-07	Lightweight Non-Welded Inflator Unit for Automobile Airbags
US	4,865,635	9-12-89	233,184	8-17-88	9-12-06	Filter Assembly for Non-Welded Inflator Device
W. Germany			89308319.6	8-16-88		Filter Assembly for Non-Welded Inflator Device
Japan			1-210783	8-17-89		Filter Assembly for Non-Welded Inflator Device
US	4,907,819	3-13-90	248,085	9-16-88	3-13-07	Lightweight Non-Welded Gas Generator with Rolled Spun Lip
W. Germany			89308312.1	8-16-88		Lightweight Non-Welded Gas Generator with Rolled Spun Lip
Japan			1-231805	9-8-89		Lightweight Non-Welded Gas Generator with Rolled Spun Lip
US	4,913,451	4-3-90	290,544	12-27-88	4-3-07	Airbag Module and Method of Making Same
W. Germany			89313182.1	12-18-89		Airbag Module and Method of Making Same
Japan			1-338785	12-27-89		Airbag Module and Method of Making Same
US	Re. 33,938 (Reissue of 4,877,264)	5-28-92	801,252	10-19-90	10-31-06	Aspirating/Venting Airbag Module Assembly
US			7/445,802	12-04-89		Aspirating/Venting Motor Vehicle Passenger Airbag Module
US	5,058,921	10-22-91	446,231	12-4-88	10-22-08	Linear Bi-Lateral Inflator Device
US	5,048,429	9-10-91	515,820	4-27-90	9-10-09	Ignition Material Pocket Assembly
US			862,443	4/2/92		Vehicle Safety Apparatus