RECORDATION

09-14-1998



J.S. Department of Commerce Patent and Trademark Offce

To the Honorable Commissioner of Patents and Tagernains.	lease recording and original documents or copy thereof			
Name of conveying party(ies): Linder Financial Corporation SEP - 2 1998	Name and address of receiving party(ies): Name: Michael T. Hughes			
Additional name(s) of conveying party (s) attaches X No	Internal Address: 5865 The Twelfth Fairway Suwanee, GA 30174 Street Address: 5865 The Twelfth Fairway Suwanee, GA 30174			
Nature of Conveyance: Assignment				
Security Agreement Change of Name	City: Suwanee			
X Other Security Interest Release	Country: U.S.A. Zip Code: 30174			
Execution Date: June 12, 1998	Additional name(s) & address(es) attached? Yes			
4. Application number(s) or patent number(s):				
If this document is being filed together with a new application, the e	execution date(s) of the application is (are):			
A. Patent Application No.(s):	B. Patent No.(s): Des. 331,223; Des. 344,065; and 5,281,147			
5. Name and address of party to whom correspondence	Additional numbers attached? Yes X No 6. Total number of applications and patents involved: 3			
concerningdocument should be mailed:				
Name: DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP	7. Total fee (37 CFR 3.41) 120.00			
Internal Address: Attv. Dkt.: F8800.706 Attn: William E. Powell, III	x Enclosed			
Street Address: 2101 L Street, N.W.	x Authorized to be charged to deposit account			
City: Washington State: D C Zip: 20037	8. Deposit account number: 04-1073			
9. Statement and signature. To the best of my knowledge and belief, the foregoing inform of the original document. William E. Powell, III Name of Person Signing Reg. No. 39,803	nation is true and correct and any attached copy is a true copy September 2, 1998 Date			
Total number of pages including cover sheet, attachments, a	nd document:4			

TERMINATION OF SECURITY TITLE, CONTINUING SECURITY INTEREST AND

RELEASE OF PLEDGED ASSETS

THIS TERMINATION OF SECURITY TITLE, CONTINUING SECURITY

INTEREST AND RELEASE OF PLEDGED ASSETS is made effective on June ___, 1996

(the "Effective Date") by Linder Financial Corporation located at 2864 Johnson Ferry Road,

N.E., Suite 200, Marietta, Georgia 30062 (together with its successors and assigns,

collectively, "Lender").

WHEREAS, Thomas International Corporation ("Thomas"), a Colorado corporation

located in Berthoud, Colorado (the "Borrower") incurred certain obligations to the Lender

under that certain Loan and Security Agreement, dated February 15, 1995 (the "Loan

Agreement");

WHEREAS, Michael T. Hughes (the "Pledgor") executed and delivered to the Lender that

certain guaranty, dated March 20, 1995 (the "Guaranty"), pursuant to which the Pledgor

guarantied the Borrower's obligations arising in connection with the Loan Agreement (the

"Obligations");

WHEREAS, the Pledgor has pledged certain Intangibles, as defined in a Collateral

Assignment Agreement, to the Lender as security for the payment and performance of the

Obligations, as evidenced in the Collateral Assignment Agreement, executed on or about

March 21, 1995 including without limitation, the United States patents and patent

applications set forth in Exhibit A hereto;

WHEREAS, the Lender has taken steps to record the Collateral Assignment Agreement in

the records of the U.S. Patent and Trademark Office at Reel 7541, Frame 0849.

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PATENT REEL: 9436 FRAME: 0275 NOW, THEREFORE, the Lender hereby confirms, as of the Effective Date, that: all Obligations under the Loan Agreement have been satisfied; that there has been no Event of Default as defined in the Collateral Assignment Agreement; that neither the Collateral Assignment Agreement, the Loan Agreement, nor any other agreement provided an assignment of title or a license of the Intangibles from the Pledgor to the Lender; and, that the Lender has terminated and hereby terminates the Collateral Assignment Agreement and has released and hereby releases any and all obligations of Borrower and Pledgor under the Collateral Assignment Agreement, Loan Agreement and Guaranty, and any and all claims against the Intangibles.

LINDER FINANCIAL CORPORATION

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PATENT REEL: 9436 FRAME: 0276

EXHIBIT A

UNITED STATES PATENTS AND PATENT APPLICATIONS

PATENT NO.	INVENTOR(S)	ISSUE DATE	SERIAL NO.	FILING DATE	TITLE
Des. 331,223	Michael T. Hughes	11/24/92	497,636	3/23/90	ELECTRICAL CONVERTER FOR AUTOMOTIVE TRAILERS
Des. 335,122	Michael T. Hughes	4/27/93	797,104	11/25/91	TRAILER PLUG ADAPTER
Des. 344,065	Michael T. Hughes	2/8/94	620,299	11/30/90	ELECTRICAL CONVERTER FOR AN AUTOMOTIVE TRAILER SIGNAL
5,281,147	Michael T. Hughes	1/25/94	41,937	4/2/93	MODIFIABLE HARNESS ADAPTOR AND METHOD
5,354,204	Michael T. Hughes	10/11/94	143,655	11/1/93	WIRING HARNESS ADAPTER AND METHOD AND APPARATUS FOR FABRICATING THE SAME
5,514,009	Michael T. Hughes	5/7/96	480,950	6/7/95	WIRING HARNESS ADAPTER AND METHOD AND APPARATUS FOR FABRICATING THE SAME

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PATENT
RECORDED: 09/02/1998 REEL: 9436 FRAME: 0277