

mkd 4-2-99

04-09-1999

FORM PTO-

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE



101006551

To the Honorable Commissioner of Patents and Trademarks

with the attached original documents or copy thereof.

1. Name of conveying party(ies): Heller Financial, Inc.

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

Name: Reyco Industries, Inc.

Internal Address:

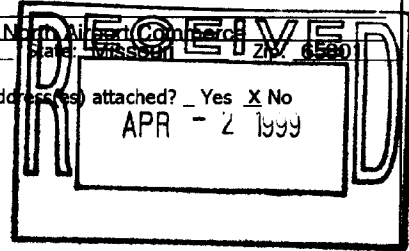
Street Address: 2715 North Alton City: Springfield State: Missouri Zip: 65801

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Release and Reassignment of Security
- Other Agreement



Execution Date: February 23, 1999

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)

B. Patent No.(s)

5,088,758 5,346,247

5,378,006 5,542,652

Additional numbers attached: Yes No

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

Name: Timothy J. Engling, Reg. No. 39,970

Internal Address: Lee, Mann, Smith, McWilliams, Sweeney & Ohlson

Street Address: P.O. Box 2786

City: Chicago State: Illinois Zip: 60690-2786

6. Total number of applications and patents involved: Four

7. Total fee (37 CFR 3.41)

Enclosed \$160.00

Authorized to be charged to deposit account
Under and Overpayments Only

8. Deposit account number:

12-0913

(Attach duplicate copy of this form if paying by deposit account.)

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.

Timothy J. Engling

Name of Person Signing

Timothy J. Engling
Signature

March 29, 1999

Date

Total number of pages including cover sheet, attachments and document 6

Do not detach this portion

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

04/09/1999 DMGUYEN 00000079 5088758

01 FC:581

160.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 9857 FRAME: 0842

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made as of February 23, 1999, by HELLER FINANCIAL, INC., a Delaware corporation ("Lender").

W I T N E S S E T H:

WHEREAS, Lender and Reyco Industries, Inc., a Delaware corporation ("Borrower") were parties to a certain Patent Security Agreement, dated as of March 4, 1997 (the "Security Agreement"), pursuant to which Borrower granted a security interest to lender in, and a collateral assignment to Lender of, among other things, the Patents (as defined below) as security for certain obligations owing by Borrower to Lender, including the Patents sent forth on Exhibit A hereto; and

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on March 12, 1997, in the Patent Division at Reel 8392, Frame 0265; and

WHEREAS, Borrower has satisfied the obligations owing to Lender in full and has requested that Lender release its security interest in the Trademarks and Licenses and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "Patent Collateral"):

(a) patents, registered patents, patent applications, including, without limitation, the patents, registered patents and patent applications listed on Exhibit A attached hereto and made a part hereof, and all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, the right to sue for past, present and future infringements and dilutions thereof, and all of Grantor's rights corresponding thereto throughout the world (all of the foregoing patents, registered patents and patent applications, are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

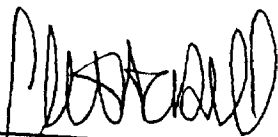
(b) rights under or interests in any patent license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

2. Agent hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Patent Collateral.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HELLER FINANCIAL, INC. a
Delaware corporation

By: 
Name: Christopher A. O'Donnell
Title: Vice President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

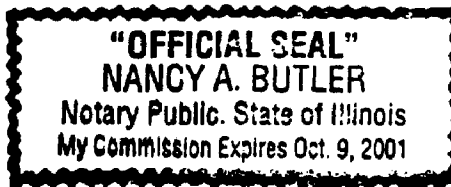
On this 19th day of FEBRUARY, 1999 before me personally appeared CHRIS O'DONNELL, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of **HELLER FINANCIAL, INC.**, a Delaware corporation.

Nancy A. Butler

Notary Public

My Commission Expires:

10/09/01



**EXHIBIT A
TO
RELEASE AND REASSIGNMENT**

<u>U.S. Patent</u>	<u>Registration Date</u>	<u>Related Foreign Patents</u>
5,088,758	02/18/92	n/a
5,346,247	09/13/94	n/a
5,378,006	01/03/95	n/a
5,542,652	08/06/96	n/a

PATENT APPLICATIONS

NONE

PATENT LICENSES

NONE