# FORM PTO-1565 (75)

## 08-30-1999

U.S. DENARTMENT OF COMMERCE Patent and Trademark Office AUG 2 5 1999 0

To the Honorable Commissioner of Patents and Trademark. 101.1130.355				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):			
	Name: Anaheim Manufacturing Company			
The Chase Manhattan Bank	(formerly known as AM Holdings Corp.)			
(formerly known as Chemical Bank)	(formerly known as Alvi Holdings Colp.)			
Additional names(s) of conveying party(ies) attached? ☐ Yes X No	Internal Address:			
3. Nature of conveyance:	Street Address: 1215 North 62nd Street			
□ Assignment □ Merger				
☐ Security Agreement ☐ Change of Name	City: Milwaukee State: Wisconsin Zip: 53213			
X Other <u>Release</u>				
Execution Date:June 23, 1999	Additional name(s) & address(es) attached? □ Yes 🔏 No			
4. Application number(s) or patent number(s):				
If this document is being filed together with a new application, the execution date of the appl	ication is:			
Application Numbers: Registration Numbers:				
	4,911,335 4,310,933			
Additional numbers attached?	□ Yes 💥 No			
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 2			
Name: Nora A. Whitescarver				
Internal Address: Mayer, Brown & Platt	7. Total fee (37 CFR 3.41): <u>\$80.00</u>			
	Enclosed (Check No. 17877)			
Control of the contro	☐ Authorized to be charged to deposit account			
Street Address: 1909 K Street., NW	8. Deposit account number:			
City: Washington State: D.C. ZIP: 20006	(Attach duplicate copy of this page 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.				
1 1, 20				
Nora A. Whitescarver Name of Parson Signing  August 25, 1999				
Nora A. Whitescarver Name of Person Signing Signature	August 25, 1999  Date			
Total number of pages including cov-	er sheet, attachments and documents : 6			

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### RELEASE (PATENTS AND TRADEMARKS)

This RELEASE is granted on this 23 day of June, 1999 by The Chase Manhattan Bank (formerly known as Chemical Bank), a New York banking corporation having an address at 4 Metrotech Center, 13th Floor, Brooklyn, NY 11245 ("Assignor") as collateral agent for the Secured Parties (as defined in the Intellectual Property Security Agreement defined below), to Anaheim Manufacturing Company (formerly known as AM Holdings Corp.), a Delaware corporation having an address at 4240 East La Palma Avenue, Anaheim, California 92807 (Assignee"), as follows:

WHEREAS, Assignee and Assignor entered into an Intellectual Property Security Agreement, dated September 15, 1993, which was recorded in the U.S. Patent and Trademark Office against the U.S. patents and patent applications on Schedule I thereto on November 12, 1993 at Reel 6767/Frame 0467, and against the U.S. trademark registrations and applications on Schedule II thereto on November 12, 1993 at Reel 1063/Frame 0080 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Assignee created, granted, assigned, set over, mortgaged, pledged, hypothecated and transferred to Assignor, its successors and its assigns, for the benefit of the Secured Parties (as defined in the Security Agreement, a continuing first priority security interest in all of Assignee's rights, title and interest in, to and under certain Collateral (as defined in the Security Agreement), then or thereafter owned, including but not limited to:

(a) all letters patent of the United States, all registrations and recordings thereof; and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

PATENT REEL: 010188 FRAME: 0496 (b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill;

(collectively, the "Patents and Trademarks"), as security for the payment or performance, as the case may be, of the Obligations (as defined in the Security Agreement);

WHEREAS, all the Obligations (as defined in the Security Agreement) have been indefeasibly paid in full (other than those obligations that become payable after the date hereof and are expressly stated to survive repayment of the Loans and termination of the commitments) and the Lenders (as defined in the Security Agreement) have no further commitment to lend under the Credit Agreement (as defined in the Security Agreement), and Assignor desires to terminate its security interest in the Collateral (as defined in the Security Agreement), including but not limited to the Patents and Trademarks.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby terminates its security interest in all rights, title and interest in, to and under the Patents and Trademarks, including, but not limited to, the Patents listed on Schedule A hereto and the Trademarks listed on Schedule B hereto.

Assignor agrees that, from time to time upon the written request of Assignee, the Assignor will execute and deliver such further documents and do such other acts and things as the Assignee may reasonably request, at Assignee's expense, in order fully to effect the purposes of this RELEASE (PATENTS AND TRADEMARKS).

IN WITNESS WHEREOF, Assignor has caused this RELEASE (PATENTS AND TRADEMARKS) to be duly executed by its officer thereunto duly authorized as of the 23<sup>rd</sup> day of June, 1999.

The Chase Manhattan Bank

By:

Name:

Title: Managing

Director

STATE OF

COUNTY OF

SS.:

On this 23 day of June, 1999, before me personally appeared William J. Caggiano known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer of

The Chase Manhattan Bank.

Notary Public

My Commission Expires:

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County

Commission Expires May 31, 2000

#### THE CHASE MANHATTAN BANK

#### Schedule A to RELEASE (PATENTS AND TRADEMARKS)

PATENT NO.	<u>PATENT</u> <u>DATE</u>	TITLE	EXPIRATION DATE
4,310,933	1/19/82	Food Waste Disposer Mounting Assembly	1/19/99
4,911,335	3/27/90	Pneumatic Actuated Switch for Hot Water Dispenser	03/27/07

#### THE CHASE MANHATTAN BANK

#### Schedule B to RELEASE (PATENTS AND TRADEMARKS)

<u>MARK</u>	LAST ISSUE DATE	REG. NO.
PLUMB-GOODIES	1/12/82	1,185,464
PLUMB E-Z	5/23/89	1,540,142
INSTANT 190	6/9/92	1,691,355
FOR PROS ONLY	2/23/93	1,753,614
COMMANDER	8/10/93	1,833,658

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