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

Submission Type

Document ID#

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09-21-2000



101464282

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

RECORDATION FORM COVER SHEET PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). **Conveyance Type Assignment Security Agreement** Resubmission (Non-Recordation) License **Change of Name**

Correction of PTO Error	Merger X	Other Release of Security Assignment		
Reel # Frame #	<u> </u>	Government		
Corrective Document		by U.S. Government Agencies)		
Reel # Frame #	Departmer	ntal File Secret File		
Conveying Party(ies)	Mark if additional names o	f conveying parties attached Execution Date		
Name (line 1) Fleet Capital Corporati	on, as assignee of Fi	leet National 5 25 00		
Name Wine 2) Bank, formerly BankBost				
Second Party National Bank of Boston		Execution Date Month Day Year		
Name (line 1)		Month Day Ivan		
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Name (line 2)				
Receiving Party	Mark if add	ditional names of receiving parties attached		
	rporated	If document to be recorded		
Name (line 1) Vytech Industries, Inco	rporaceu	is an assignment and the receiving party is not		
Name (line 2)		domiciled in the United States, an appointment		
		of a domestic representative is attached.		
Address (line 1) P.O. Box 5288		(Designation must be a separate document from		
Address (line 2) Pearman Dairy Road		Assignment.)		
Address (me 2) Pearman Dairy Road		29623		
Address (line 3) Anderson City	State/Country	Zip Code		
Domestic Representative Name and A	idress Enter for the fire	st Receiving Party only.		
Domestic Representative				
Name Joy Whitten				
Inco Inco	rnorated			
Address (line 1) Vytech Industries, Inco	IDOIGGE			
Address (line 2) P.O. Box 5288				
Address (line 3) Pearman Dairy Road				
Address (line 4) Anderson, SC 29623				
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Public burden reporting for this collection of information is estimated to Public burden reporting for this collection of information is estimated to comment	an approximately 30 minutes per Cover	Sheet to be recorded, including time for reviewing the document and		
Public burden reporting for this collection of information is estimated to	regarding this burden estimate to the U.S. Pa	Sheet to be recorded, including time for reviewing the Washington, atent and Trademark Office, Chief Information Officer, Washington, action Project (0651-0027), Washington, D.C. 20503. See OMB action Project (0651-0027), Washington, D.C. 20503. See OMB		

gathering the data needed to complete the Cover Sheet. Separ comments regarding this burden estimate to the U.S. Patent and Trademark O.D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-00 Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD AS Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027		Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and	Address Area Cod	le and Telephone Number	(404) 581-8275
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Address (line 4) Atlanta, G	A 30308-3242		
Pages Enter the total including any	• •	attached conveyance docu	ment # 6
Application Number(s) or			additional numbers attached
Enter either the Patent Application		·	• • • • • • • • • • • • • • • • • • • •
Patent Application	Number(s)	4,496,628	nt Number(s)
		5,118,532	
If this document is being filed together signed by the first named executing in		enter the date the patent applicat	ion was Month Day Year
Patent Cooperation Treat	PCTI	РСТ	PCT
Enter PCT application only if a U.S. Application	on number	PCT	PCT
has not been assign			
Number of Properties	Enter the total number	of properties involved.	# _ 2
Fee Amount	Fee Amount for Properti	es Listed (37 CFR 3.41):	\$ 80.00
Method of Payment:	Enclosed X	Deposit Account	
Deposit Account (Enter for payment by deposit	account or if additional fees car Deposit Acco	n be charged to the account.) unt Number:	#
		to charge additional fees:	Yes No No
Statement and Signature			
To the best of my known attached copy is a true indicated herein. Sidney R. Brown	i copy of the original	regoing information is true cument. Charges to depos Signature	and correct and any it account are authorized, as Date
Name of Person Sigr	ing (

RELEASE OF SECURITY ASSIGNMENT (Patents)

STATE OF GEORGIA)) ss.:	*, as assignee of Fleet National Bank (f/k/a BankBoston, N.A., f/k/a The First National Bank of Boston)
COUNTY OF COBB)	

WHEREAS, pursuant to a Security Assignment (Patents), dated as of August 13, 1993 and recorded in the United States Patent and Trademark Office on November 4, 1993 at Reel 6748, Frame 0532, as assigned pursuant to an Assignment (Patents), dated as of March 23, 2000 and submitted to the United States Patent and Trademark Office for recording on May 16, 2000 (as so assigned, the "Security Assignment"), VYTECH INDUSTRIES, INCORPORATED, a Delaware corporation (the "Borrower"), has assigned to FLEET CAPITAL CORPORATION, a Rhode Island corporation (the "Lender"), and granted to the Lender, a continuing security interest in, and a continuing lien on, all of the Borrower's right, title and interest in and to the following (collectively, the "Patent Collateral"):

- (a) patents and patent applications, including, without limitation, the patents which are registered in the United States Patent and Trademark Office as set forth on Schedule A hereto,
 - (b) inventions and improvements described and claimed therein,
- (c) reissues, divisions, continuations, renewals, extensions and continuations-inpart thereof,
- (d) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof,
 - (e) rights to sue for past, present and future infringements thereof,
- (f) patents, patent applications and any other rights corresponding thereto throughout the world, and
 - (g) all proceeds of and accessions to any and all of the foregoing;

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WHEREAS, the assignment and grant to the Lender of the lien and security interest in all of the Borrower's right, title and interest in and to the Patent Collateral pursuant to the Security Assignment secure the payment and performance of the Secured Obligations, as defined in the Loan and Security Agreement dated as of August 13, 1993 between the Borrower and the Grantor, as amended to date and as may be further amended, supplemented, restated, or otherwise modified from time to time (the "Loan Agreement"); and

WHEREAS, in connection with the termination of the Loan Agreement and the payment in full of all Secured Obligations, the Lender now agrees to release the collateral assignment and security interest with respect to the Patent Collateral evidenced in the Security Assignment on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender does hereby agree as follows:

- Section 1. <u>Release of Security in Patents</u>. The Lender hereby releases to Borrower without recourse, representation or warranty of any kind (except as provided in Section 2 hereof) all of Lender's rights, title, and interests in the Patent Collateral.
- Section 2. <u>Representations</u>. The Lender hereby represents to the Borrower that the Lender has not assigned its interest in the Patent Collateral and that the Lender has all due authority to enter into this Agreement and perform its terms.
- Section 3. <u>Binding Effects; Benefits</u>. This Agreement shall be binding upon the Lender and its successors and assigns, and shall inure to the benefit of the Borrower and its successors and assigns.
- Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

-2-

IN WITNESS WHEREOF, the Lender has caused this agreement to be duly executed by its authorized officer or agent as of May <u>25</u>, 2000.

FLEET CAPITAL CORPORATION

1 - 00

Title: NORRIS O. LOST

Attest:

Title: Vice President

state of Georgia)
COUNTY OF <u>COPP</u>) ss.:)

On this 25th day of May, 2000, before me personally came Notics C. Locke to me known, who, being by me duly sworn, did depose and say that he is Vice President of Fleet Capital Corporation, the Rhode Island corporation described herein and which executed the foregoing instrument.

[NOTARIAL SEAL]

Monica & Brasington
Notary Public

My commission expires:

Notary Public, Cobb County, Georgia.
My Commission Expires July 30, 2002.

SCHEDULE A

Patent	Patent No.	<u>Date</u>
Composite Laminate	3,814,658	06-04-74
Embossing rollers and method of embossing	3,843,763	10-22-74
Embossing rollers and method of embossing	3,869,535	03-04-75
Dimensionally stable calendered vinyl film	4,124,431	11-07-78
Dimensionally stable calendered vinyl film	4,223,054	09-10-80
Pressure sensitive products with decorative appearance	4,248,762	02-03-81
Pressure sensitive products with decorative appearance	4,248,917	02-03-81
Pressure sensitive products and adhesive formulations	4,248,918	02-03-81
Method of forming a metalized decorative film laminate	4,330,352	05-18-82
Polymeric marking film	4,343,856	08-10-82
Laminate for the protection of motor vehicle bodies	4,496,628	01-29-85

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Method of producing decorative vertical louver window covering material and decorative vertical louver material so produced

5,118,532

06-02-92

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RECORDED: 08/30/2000