

02-05-2001

Form PTO-1595 (Adapted)  
3-13-96

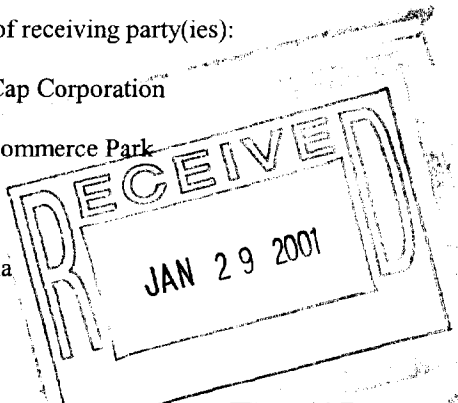


DEPARTMENT OF COMMERCE  
Patent & Trademark Office

1.29.01

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To the Honorable Commissioner for Patents. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Sky Bank</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies):</p> <p>Name: Consumer Cap Corporation</p> <p>Address: Shenango Commerce Park</p> <p>City: New Castle</p> <p>State: Pennsylvania</p> <p>Zip: 16107</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution date(s) of each conveying party: January 12, 2001</p>	

4(a). Patent Application No.(s): \_\_\_\_\_ Patent No.(s): 5,553,727

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

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: Lisa M. Cobern Address: SUTHERLAND ASBILL &amp; BRENNAN LLP 999 Peachtree Street, NE Atlanta, Georgia 30309-3996</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 C.F.R. §3.41) enclosed: \$ 40.00</p>
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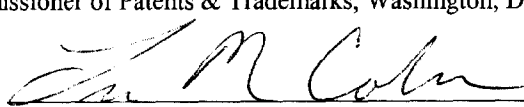
**DO NOT USE THIS SPACE**

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

Lisa M. Cobern  
Name of Person Signing



Signature

Date: January 25, 2001

Attorney Docket No. 43162-0058

Total number of pages including cover sheet: 7

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

Commissioner of Patents & Trademarks  
Box Assignments  
Washington, DC 20231

02/02/2001 6TOM11 00000118 5553727

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**PATENT**  
**REEL: 011474 FRAME: 0517**

## RELEASE AND REASSIGNMENT OF INTEREST IN PATENTS

THIS RELEASE AND REASSIGNMENT AGREEMENT is made as of the 12th day of January, 2001, between SKY BANK, successor by merger to First Western Bank, NA, a national banking association, with an address of 10 East Main Street, P.O. Box 247, Salineville, Ohio 43945 (the "Bank") and CONSUMER CAP CORPORATION, a Pennsylvania corporation with an office at Shenango Commerce Park, New Castle, Pennsylvania 16107 ("CCC").

### RECITALS

The Bank and CCC entered into a Loan Agreement (the "Loan Agreement") and a Security and Mortgage-Patents Agreement (the "Security Agreement") dated as of October 9, 1997 and an Assignment for Security-Patents on even date therewith (the "Assignment") as security for the complete and timely payment of the Loans (as defined in the Loan Agreement) and the performance of other obligations under the Loan Agreement and the Security Agreement. Under the Security Agreement, CCC mortgaged to and pledged with the Bank, and granted to the Bank a security interest in, all its right, title and interest in and to United States Patent No. 5,553,727 and any other patent or patent applications that CCC may adopt and use, in the U.S. or foreign countries in connection with its business, and Collateral, as defined in the Security Agreement (hereinafter collectively, the "Intellectual Property").

The Security Agreement provided that at such time as CCC paid and performed in full of the Loans and termination of the Loan Agreement, the Security Agreement would terminate and Bank would terminate its security interest.

CCC has paid the Loans in a complete and timely manner and is desirous of regaining the full and unencumbered title to the Intellectual Property.

THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Terms, which are defined in the Loan Agreement, the Security Agreement and the Assignment and not otherwise defined herein, are used herein as defined therein.
2. In consideration of the complete and timely payment in full of all Loans of CCC to the Bank, the Bank hereby grants, assigns and conveys to CCC the entire right, title and interest in and to the Intellectual Property, including without limitation United States Patent No. 5,553,727 and any other patent or patent applications that CCC has adopted and used in the U.S. or foreign countries in connection with its business.
3. The Bank hereby releases, terminates, waives, relinquishes, and forever discharges any and all security interests, mortgages, pledges, rights, liens, privileges, title and interest whatsoever it has in the Intellectual Property.
4. The provisions of this Release and Reassignment Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or

provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Release and Reassignment Agreement in any jurisdiction.

5. The benefits and burdens of this Release and Reassignment Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6. The validity and interpretation of this Release and Reassignment Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS/ATTEST:

SKY BANK, successor by merger to First Western Bank, NA, a national banking association

EM Fagnelli

By:

Jay Zatta

ATTEST:

CONSUMER CAP CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS/ATTEST:

SKY BANK, successor by merger to First Western Bank, NA, a national banking association

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

~~ATTEST. WITNESS~~

*Frank R. Sista*  
\_\_\_\_\_

CONSUMER CAP CORPORATION

By: *Luca Melinero*  
Title: *PRES/CEO*

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA:

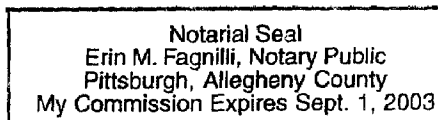
: SS:

COUNTY OF ALLEGHENY :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12<sup>th</sup> of January, 2001, personally appeared Jay Zatta, who acknowledged himself to be the Executive Vice President of SKY BANK, successor by merger to First Western Bank, NA, a national banking association, and that he, as such, being authorized to do so, executed the foregoing Release and Reassignment of Interest in Patents for the purposes stated therein on behalf of SKY BANK, successor by merger to First Western Bank, NA, a national banking association.

In WITNESS WHEREOF, I have set my hand and official seal.

Erin M. Fagnilli  
Notary Public



Member, Pennsylvania Association of Notaries

