

10-22-2001

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LLS DEPARTMENT OF COMMERCE

| (Rev. 03/01)  | U.S. Patent and Trademark Office                                      |
|---|---|
| OMB No. 0651-0027 (exp. 5/31/2002) 7 U 1 8 €  | 81231   |
|   | narks: Please record the attached original documents or copy thereof. |
| 1. Name of conveying party(ies):  | 2. Name and address of receiving party(ies)                           |
| Massachusetts Mutual Life Insurance   | Name: U.S. Netting, Inc.  |
| Company   | Internal Address:   |
|   | monary daross.  |
| Additional name(s) of conveying party(ies) attached? Yes  | No  |
| 3. Nature of conveyance:  |   |
| Assignment  | Street Address: 220 E. Saint Elmo                                     |
| Security Agreement 🖳 Change of Na   | me Officer Address.   |
| Other_Termination of Security   |   |
| Interest  | City: Austin State: TX Zip: 78745                                     |
| Execution Date: 10/05/2001  |   |
| 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) 4,353,956  |
|   | 4,399,184<br>4,567,011  |
| Additional numb   | pers attached? 📮 Yes 🔯 No   |
| <ol><li>Name and address of party to whom corresponde<br/>concerning document should be mailed:</li></ol> | 6. Total number of applications and patents involved: 3               |
| Name: Grant S. Thompson, Esq.   | 7. Total fee (37 CFR 3.41)\$\frac{120.00}{}                           |
| Internal Address: Finn Dixon & Herling L  | LP Enclosed   |
|   | Authorized to be charged to deposit account                           |
|   | 8. Deposit account number:  |
| Street Address: One Landmark Square   | o. Deposit account number.  |
|   |   |
|   | (Attach duplicate copy of this page if paying by deposit account)     |
| City: <u>Stamford</u> State: <u>CT</u> Zip: <u>06901</u>  |   |
| DO NOT  | USE THIS SPACE  |
| 9. Statement and signature.   |   |
| To the best of my knowledge and belief, the foregoins a true copy of the original document.               | oing information is true and correct and any attached copy            |
| Grant S. Thompson, Esq.   | 10/12/01  |
| Name of Person Signing  Total number of pages including   | o cover sheet, attachments, and documents. 7                          |
| rotal number of pages including   | g cover sheet, attachments, and documents: 4                          |

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

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

**PATENT REEL: 012252 FRAME: 0290** 

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### Recordation Form Cover Sheet Patents Only

Item 1. (Continuation)

Name of Conveying Parties:

MassMutual Corporate Investors
MassMutual Participation Investors
MassMutual Corporate Value Partners Limited

### TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN PATENTS

TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN PATENTS ("Release"), dated as of October 5, 2001, by Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors and MassMutual Corporate Value Partners Limited (hereinafter, collectively, the "Lenders").

WHEREAS, pursuant to the terms of the Security and Pledge Agreement, dated as of May 3, 1995 (as amended and in effect from time to time, the "Security Agreement"), by U.S. Netting, Inc. (the "Company") in favor of the Lenders, and recorded with the United States Patent and Trademark Office on or about (Reel Number 7541 and Frame Number 0621), for the purpose of securing certain obligations of the Company to the Lenders, the Company granted to the Lenders a security interest in and lien on, and collaterally assigned to the Lenders, all of its patents, including, without limitation, the patents identified on Exhibit A attached hereto) (such patents referred to herein as the "Named Patents"); and

WHEREAS, the Lenders have agreed to terminate and release their security interest and all of their right, title and interest in each of the Named Patents as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders and the Company hereby agree as follows:

- 1. Release and Assignment. The Lenders hereby terminate and release their security interest in and first priority lien on all of the Company's Named Patents, and the Lenders hereby assign and transfer to the Company, without recourse, all of the Lenders' right, title and interest in and to each of the Named Patents and the related trademark registrations and goodwill, effective as of the date set forth above.
- 2. <u>Acknowledgment and Acceptance</u>. The Company hereby acknowledges and accepts the foregoing release and assignment by the Lenders.
- 3. <u>Counterparts</u>. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

BUSDOCS:1042251.1

IN WITNESS WHEREOF, the Lenders and the Company have executed this Release, to take effect as of the date first set forth above.

### MASSACHUSETTS MUTUAL LIFE **INSURANCE COMPANY**

By:

David L. Babson & Company Inc.,

its Investment Adviser

Title:

Richard C. Morrison **Managing Director** 

MASSMUTUAL CORPORATE INVESTORS

Title: Richard C. Morrison Vice President

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

MASSMUTUAL PARTICIPATION INVESTORS

Title: Richard C. Morrison Vice President

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust dated April 7, 1988, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

BUSDOCS: 1042251.1

### MASSMUTUAL CORPORATE VALUE PARTNERS LIMITED

By:

David L. Babson & Company Inc.,

under delegated authority from Massachusetts

Mutual Life Insurance Company,

its Investment Manager

Title:

Richard C. Morrison Managing Director

Accepted:

U.S. NETTING, INC.

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

BUSDOCS:1042251.1

### CERTIFICATE OF ACKNOWLEDGMENT

| ROWEALTH STATE OF MASSACI COUNTY OF HAMPE   | EN  | )<br>)ss.<br>)  |
|---|---|---|
| Before me, the ur<br>this 5 day of Octobe<br>personally, and who, be<br>of<br>of said institution by au | dersigned, a Notary<br>er, 2001, personally<br>eing by me duly so<br>, and that said in<br>thority of its governing | Public in and for the county aforesaid, on appeared <b>Richard C. Morrisen</b> to me known worn, deposes and says that he/she is an astrument was signed and sealed on behalf ning body, and said officer acknowledged body, and said instrument to be the free act |
| CI  | ERTIFICATE OF AC  | Notary Public Frank T. Lucches I<br>My Commission Expires:<br>7-16-04<br>KNOWLEDGMENT   |
| STATE OF  |   | )<br>)ss.<br>)  |
| this day of Octobe personally, and who, be of U.S. NETTII   | r, 2001, personally ing by me duly so NG, INC., and that on by authority oution by authority o                      | Public in and for the county aforesaid, on appeared to me known worn, deposes and says that he/she is a said instrument was signed and sealed on if its governing body, and said officer of its governing body, and said instrument                                 |
|   |   | Notary Public My Commission Expires:  |

BUSDOCS:1042251.1

#### **EXHIBIT A**

# Patents Issued by U.S. Patent and Trademark Office

| Patent No. | <u>Issue Date</u> | <u>Title</u>                |
|------------|-------------------|-----------------------------|
| 4,353,956  | 10/12/82          | Helical net                 |
| 4,399,184  | 8/16/83           | Rip resistant net           |
| 4,567,011  | 1/28/86           | Manufacture of helical nets |

# Patents Pending with U.S. Patent and Trademark Office

Serial No. Filing Date <u>Title</u>

BUSDOCS:1042251.1

**RECORDED: 10/15/2001**