

11-27-2001

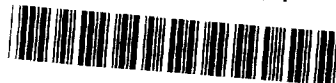
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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

11-16-01  
Allfirst Bank, formerly known as  
The First National Bank of Maryland

2. Name and address of receiving party(ies)

Name: Othy, Inc.

Internal Address:

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name

Other termination of Assignment of  
Patents as Collateral Security

Street Address: 486 W. 350 N.

City: Warsaw State: IN Zip: 46582

Execution Date: August 10, 2001

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 application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5236433

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

Name: Cheryl L. Meier, Esq.

Internal Address: Kirkland &amp; Ellis

Street Address: 200 E. Randolph Drive,

Suite 5300

City: Chicago State: IL Zip: 60601

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

22-0440

(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.

Cheryl M. Meier

Name of Person Signing

Signature

November 16, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

11/26/2001 6TOM11 00000042 5236433

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680.00 OP

PATENT  
REEL: 012312 FRAME: 0284

**Schedule of Patents**

<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>	<b><u>Inventor</u></b>
5,236,433	08/17/93	Salyer, P.
5,171,313	12/15/92	Salyer, P.
4,811,632	03/14/89	Salyer, P.
08/407,216	03/20/95	Myers
08/588,993	01/1996	Salyer, P.
5,171,312	12/15/92	Salyer, P.
5,100,267	03/31/92	Salyer, P.
5,236,289	08/17/93	Salyer, P.
08/300,379	09/02/94	Hudson
08/473,371	06/07/95	
PCT/US96/08904	06/05/96	Salyer
5,116,165	05/26/92	Salyer, P.
5,295,992	03/22/94	Salyer, P.
5,282,804	02/01/94	Salyer, P.
5,299,893	04/05/94	Salyer, P.
5,501,686	03/26/96	Salyer
08/472,900	06/07/95	Myers

## TERMINATION

THIS TERMINATION is made as of the 10~~th~~ day of August, 2001, by ALLFIRST BANK, formerly known as The First National Bank of Maryland ("LENDER"), in favor of OTHY, INC. ("OTHY").

Pursuant to the terms of the Assignment of Patents as Collateral Security, dated August 1, 1996 by OTHY in favor of the LENDER and recorded with the United States Patent & Trademark Office at Reel 8098, Frame 0976 ("SECURITY AGREEMENT") OTHY granted to the LENDER a security interest in all of the patents of OTHY described on Exhibit A attached hereto and made a part hereof and certain other assets of OTHY described in the SECURITY AGREEMENT (collectively, the "PATENTS").

The LENDER has agreed to terminate all of its right, title, and interest in and to the PATENTS.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LENDER agrees as follows:

1. TERMINATION. The LENDER hereby terminates its security interest and lien in and to the PATENTS. In addition, the LENDER hereby agrees that the SECURITY AGREEMENT is terminated.
2. BINDING NATURE. This Termination shall be binding upon the LENDER and its successors and assigns, and shall inure to the benefit of OTHY and its successors and assigns.

IN WITNESS WHEREOF, this Termination has been executed as of the date first above written.

WITNESS/ATTEST:

**LENDER:**

**ALLFIRST BANK**

By: Michael M'Shane (SEAL)  
Name: Michael M'Shane  
Title: Senior Vice President

# ACKNOWLEDGEMENT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 10 day of August, 2001, before me, the undersigned Notary Public of the State of Maryland, personally appeared Michael McShane, and acknowledged himself to be a SR. VICE President of ALLFIRST BANK and who further acknowledged that he, as such SR. VICE President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of ALLFIRST BANK by himself as SR. VICE President

IN WITNESS MY Hand and Notarial Seal

*Verotay B. Blum*

(SEAL)

NOTARY PUBLIC

My Commission Expires: May, 2002

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<u>Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
5,236,433	08/17/93	Salyer, P.
5,171,313	12/15/92	Salyer, P.
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