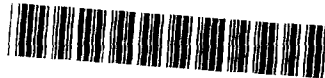


12-05-2001



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Docket No.: 014951/0305

ER SHEET

U.S. DEPARTMENT OF COMMERCE

JLY

Patent and Trademark Office

Tab settings → → → ▼

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

1. Name of conveying party(ies):  
**BANK OF AMERICA, N.A.**  
(SUCCESSOR-IN-INTEREST TO NATIONSBANK, N.A.)

2. Name and address of receiving party(ies):

Name: **BURKE INDUSTRIES, INC.**

Internal Address: \_\_\_\_\_

Street Address: **13767 FREEWAY DRIVE**

City: **SANTA FE SPRINGS** State: **CA** ZIP: **90670**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other **RELEASE OF SECURITY INTEREST (PATENTS)**

Execution Date: **NOVEMBER 15, 2001**

4. Application number(s) or registration numbers(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)

NONE

SEE ATTACHED  
SCHEDULE

NOV 29 2001

Additional numbers attached? ☒ Yes ☐ No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and patents involved: **8**

7. Total fee (37 CFR 3.41):.....\$ **320.00**

- ☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
☒ Authorized to be charged to deposit account

8. Deposit account number:

**SCHULTE ROTH & ZABEL LLP - 500675**

12/04/2001 LUELLER 00000135 500675 4195887

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01 FC:581 320.00 CH  
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.

**PAUL A. JUERGENSEN**

Name of Person Signing

Signature

**NOVEMBER 27, 2001**

Date

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

PATENT

REEL: 012333 FRAME: 0088

## SCHEDULE A

TITLE	REGISTRATION NO.
Elastomeric Bushings	4,195,887
Tensioned Reservoir Cover, Rainwater Run-Off Enhancement System	4,603,790
Roof Membrane Holdown System	4,608,792
Bell and Spigot PVC Pipe Joint	3,856,315
Solar Energy Heat Transfer System	3,991,742
Reservoir Cover and Canalizing Means	3,991,900
Vehicle Support	4,196,887
Protective Toe Cap For Footwear	4,735,003

9134165.1

**RELEASE OF SECURITY INTEREST**  
**(Patents)**

This RELEASE OF SECURITY INTEREST (Patents)(the "Release") is made and effective as of the date indicated below and is granted by **BANK OF AMERICA, N.A.** (successor-in-interest to NationsBank, N.A.), as Agent ("Releasor"), in favor of **BURKE INDUSTRIES, INC.**, a California corporation ("Releasee").

WHEREAS, Releasee and Releasor entered into that certain Loan and Security Agreement dated as of August 20, 1997, as amended, replaced, superseded or otherwise modified from time to time (the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Releasee executed that certain Assignment for Security (Patents) dated as of August 20, 1997 (each of the foregoing agreements are hereinafter collectively referred to as the "Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing security interest in all of Releasee's right, title and interest in and to the following (collectively, the "Patent Collateral"):

- (i) any and all patents and patent applications including, without limitation, the patents specifically identified on Schedule A hereto;
- (ii) inventions and improvements described and claimed therein;
- (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (iv) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;
- (v) rights to sue for past, present and future infringements thereof;
- (vi) all rights corresponding to any of the foregoing throughout the world; and
- (vii) all proceeds of and accessions to any of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement).

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 8744/Frame 0045 on October 3, 1997 (as corrected at Reel 9015/Frame 0972);

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Patent Collateral conveyed pursuant to the Security Agreement; and

WHEREAS, Releasor is willing to release and discharge fully its security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Patent Collateral, and all other right, title and interest in and to the Patent Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, and Releasor reassigns any and all such right, title and interest that it may have in the Patent Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or their agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Patent Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 15 day of November 2001.

BANK OF AMERICA, N.A., as Agent

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

Name: \_\_\_\_\_

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

John P. Holloway  
S. V. P.

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Georgia

ss.:

COUNTY OF Fulton

On this 15<sup>th</sup> day of November 2001, before me, the undersigned, personally appeared John P. Holloway, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

E. J. Bea

[NOTARY SEAL]

Notary Public, Gwinnett County, Georgia  
My Commission Expires May 05, 2004

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