

12-11-2001



R SHEET

RE

101912132

Trademarks: Please record the attached original documents or copy

To the Honorable Commissioner of P.
thereof

1. Name of conveying party(ies):

12.501

Wells Fargo Business Credit, Inc., a Minnesota Corporation,
known as Norwest
Business Credit, Inc., a Minnesota
Corporation, which is the successor by
merger to Beacon Business Credit, Inc., a
Massachusetts corporation

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

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

Name: Sentinel Products Corp.

a New York Corporation

Limited Partnership

Internal Address:

Street Address: 70 Airport Road

City: Hyannis

State: MA

Zip: 02601

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

3. Nature of conveyance:

☐ Assignment☒ Other Release of Patent Security Agreement

Execution Date:

4. Application number(s) or patent number(s):

A. Patent Application No.(s) 08/639,357, 08/699,000, 08/708,115, 08/805,686, 08/851,375, 08/888,431
021,463, 08/638,122, 08/706,722, 08/308,801, 03/502,258

B. Patent No.(s) 5,932,659, 5,882,776, 5,929,129, 5,883,144, 6,262,137, 4,900,490, 5,859,076

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Brian P. Kinnear
Holland & Hart LLP

Street address: 555 Seventeenth Street
Suite 3200

City: Denver State: CO Zip: 80202

6. Total number of applications and
registrations involved: 18 ☐

7. Total fee (37 CFR 3.41) \$0

☐ Enclosed☐ Authorized to be charged additional fees to deposit
account

8. Deposit account number: 082623

(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.

Brian P. Kinnear

Name of person signing

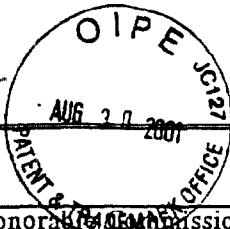
Signature

12/07/01

Date

Total number of pages comprising cover sheet:

1



09/04/01

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09-11-2001

SHEET

9.30.01



Attached original documents or copy

101841666

To the Honorable Commissioner of Patents
thereof

1. Name of conveying party(ies):

Wells Fargo Business Credit, Inc., a Minnesota Corporation,
known as Norwest
Business Credit, Inc., a Minnesota
Corporation, which is the successor by
merger to Beacon Business Credit, Inc., a
Massachusetts corporation

Citizens Business Credit Company, a division
Of Citizens Leasing Corporation, a Rhode
Island corporation

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

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

Name: Sentinel Products Corp,
a New York Corporation
Limited Partnership
Internal Address:
Street Address: 70 Airport Road
City: Hyattsville State: MA Zip: 02601

Name:
Internal Address:
Street Address:
City: Country:

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

3. Nature of conveyance:

- ☐ Assignment
☒ Other Release of Patent Security Agreement
Release of Collateral Assignment of Patents
and Assignment

Execution Date:

4. Application number(s) or patent number(s):

A. Patent Application No.(s) 08/639,357, 08/699,000, 08/708,115, 08/805,686, 08/851,375, 08/888,431
021,463, 08/638,122, 08/706,722, 08/308,801, 08/502,258

B. Patent No.(s) 5,932,659, 5,882,776, 5,929,129, 5,883,144, 6,262,137, 4,900,490, 5,859,076
Additional numbers attached? ☐ Yes ☒ No

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Name: Brian P. Kinnear
Holland & Hart LLP

Street address: 555 Seventeenth Street
Suite 3200

City: Denver State: CO Zip: 80202

6. Total number of applications and
registrations involved: 18 ☐

7. Total fee (37 CFR 3.41) \$720.00

- ☒ Enclosed
☐ Authorized to be charged additional fees to deposit
account

8. Deposit account number: 082623

(Attach duplicate copy of this page if paying by deposit
account)

09/10/2001 DBYRNE 00000110 08639357

01 FC:581

720.00 OP

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.

Brian P. Kinnear

Name of person signing

Signature

8/30/01
Date

Total number of pages comprising cover sheet: 1

2843517_1.DOC



RELEASE OF PATENT SECURITY AGREEMENT

THIS RELEASE OF PATENT SECURITY AGREEMENT is entered into as of this 23rd day of August 2001 (the "Release"), by and between Sentinel Products Corp, a New York corporation ("Sentinel") and Wells Fargo Business Credit, Inc., a Minnesota corporation, formerly known as Norwest Business Credit, Inc., a Minnesota corporation, which is the successor by merger to Beacon Business Credit, Inc., a Massachusetts corporation (the "Lender").

RECITALS

A. Sentinel and the Lender entered into an Amended and Restated Revolving Financing Agreement dated September 29, 1995 (the "Loan Agreement").

B. As security for repayment of the obligations under the Loan Agreement, Sentinel granted to the Lender a security interest in certain patents of Sentinel (the "Collateral") pursuant to a Patent Security Agreement dated October 29, 1995 (the "Security Agreement"), a copy of which Security Agreement is attached to this Release as Exhibit A.

C. Sentinel has fulfilled all of its obligations under the Loan Agreement, and desires that the Lender release its interest in and to the Collateral.

D. The Lender is willing to release its interest in and to the Collateral.

NOW, THEREFORE, based upon the foregoing, Sentinel and the Lender agree as follows:

1. Release of Collateral. Pursuant to this Release, the Lender releases and discharges any and all security interests granted or to be granted in the Collateral in favor of the Lender under the Security Agreement.

2. Representations and Warranties.

(a) Sentinel represents and warrants to the Lender as follows:

(i) Sentinel is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.

(ii) Sentinel has full power and authority to enter into this Release. Assuming proper execution of this Release by the Lender, upon execution, this Release will be a legal, valid and binding obligation of Sentinel.

(b) The Lender represents and warrants to Sentinel as follows:

(i) The Lender is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, and is the successor-in-

interest to the rights of Beacon Business Credit, Inc., a Massachusetts corporation, under the Security Agreement.

(ii) The Lender has full power and authority to enter into this Release. Assuming proper execution of this Release by Sentinel, upon execution, this Release will be a legal, valid and binding obligation of the Lender.

3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to Massachusetts conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their respective, duly authorized representatives all as of the day and year first above written.

SENTINEL PRODUCTS CORP

WELLS FARGO BUSINESS
CREDIT, INC.

By: _____

John D. Bambara
President

By: _____

Richard F. McMahan
Senior Vice President

2838154_1.DOC

interest to the rights of Beacon Business Credit, Inc., a Massachusetts corporation, under the Security Agreement.

(ii) The Lender has full power and authority to enter into this Release. Assuming proper execution of this Release by Sentinel, upon execution, this Release will be a legal, valid and binding obligation of the Lender.

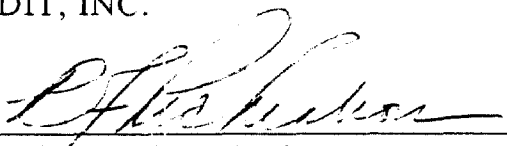
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IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their respective, duly authorized representatives all as of the day and year first above written.

SENTINEL PRODUCTS CORP

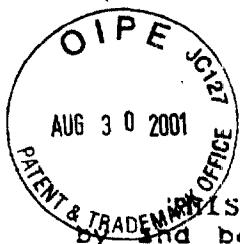
WELLS FARGO BUSINESS
CREDIT, INC.

By: _____
John D. Bambara
President

By: _____
Richard F. McMahan
Senior Vice President

2838154v1.doc

EXHIBIT A
PATENT SECURITY AGREEMENT



OSP 5883145

PATENT SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of October 27th, 1995, by and between Sentinel Products Corp., a New York corporation having its principal place of business at 70 Airport Road, Hyannis, Massachusetts (the "Borrower"), and Beacon Business Credit Corp., a Delaware corporation with a usual place of business at 100 Commercial Street, Boston, Massachusetts 02109 ("Bank").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

1. **Grant of Security Interest.** Borrower hereby grants to Bank a first priority security interest in, and conditionally assigns, but does not transfer title to Secured party, all of Borrower's right, title and interest in and to the following (collectively, the "Collateral") to secure payment and performance of all obligations of Borrower to Bank whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, those liabilities of Borrower to Bank pursuant to an Amended and Restated Revolving Financing Agreement and Supplement thereto dated September 29, 1995, between Bank and Borrower (the "Loan Agreement") (collectively, the "Obligations").

The Collateral shall consist of the following:

(a) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights and rights to extend such patents and patent rights;

(b) All of Borrower's right, title and interest, in and to the patents and patent applications listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) All general intangibles relating to the Collateral; and

PATENT
REF 7937 FRAM 0917

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Bank the following:

(a) A true and complete schedule setting forth all patents and patent applications owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A:

(b) Each of the patents is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the patents are invalid or unenforceable, or that the use of any patents violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the patents and patent applications, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the patents;

(e) Except for the filing of financing statements with the Secretary of State of Massachusetts and the Town Clerk of Hyannis, Massachusetts under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

3. After-Acquired Patent Rights. If Borrower shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reinssue, divisional or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new patents. Borrower shall bear any expenses incurred in connection with future applications for patent.

-2-

EXHIBIT
REEL 012343 FRAME 0021

PATENT
REEL: 012343 FRAME: 0457

4. **Litigation and Proceedings.** Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of the patents, its right to apply for the same, or its right to keep and maintain such patent rights.

5. **Power of Attorney.** Borrower grants Bank power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Bank's discretion to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. **Events of Default.** Any of the following events shall be an Event of Default:

(a) Borrower fails to make any payment of principal or interest or any other payment on any obligation when due and payable, by acceleration or otherwise; and

(b) the occurrence of an Event of Default as that term is defined in the Loan Agreement.

-3-

PATENT
REEL 012343 FRAME 0055

B. Specific Remedies. Upon the occurrence of any Event of Default:

(a) Bank may cease advancing money or extending credit to or for the benefit of Borrower under the Loan Agreement or under any other agreement between Borrower and Bank.

(b) Bank may declare all obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Bank may set off against the obligations all collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Bank, including amounts represented by certificates of deposit;

(d) Bank may notify licensees to make royalty payments on license agreements directly to Bank;

(c) Bank may sell or assign the Collateral at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

(f) If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Bank at such sale.

9. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SENTINEL PRODUCTS CORP.

By: Scott C. Smith
Scott C. Smith, Vice President
and Treasurer

BEACON BUSINESS CREDIT CORP.

By: [Signature] VP

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 17, 1995

Then personally appeared the above named, Scott C. Smith, Vice President & Treasurer, and acknowledged the foregoing instrument to be the free act and deed of Sentinel Products Corp., before me,

[Signature]
Notary Public
my commission expires: 9/11/99

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 31, 1995

Then personally appeared the above named, Stanley T. Harrison, Executive VP, and acknowledged the foregoing instrument to be the free act and deed of Beacon Business Credit Corp., before me,

[Signature]
Notary Public
my commission expires: 4/29/99

-5-

PATENT
REEL 793 FRAME 0937

SCHEDULE A
TO A PATENT SECURITY AGREEMENT
BETWEEN SENTINEL PRODUCTS CORP. (Borrower)
AND
DEACON BUSINESS CREDIT CORP. (Bank)
DATED: OCTOBER, 1995

ISSUED PATENTS (USA)

PATENT APPLICATIONS

by SENTINEL PRODUCTS CORP

CROSS-LINKED FOAM STRUCTURES OF ESSENTIALLY LINEAR POLYOLEFINS AND PROCESS FOR MANUFACTURE:	Ser. No. 08,908,801	9/19/94
CROSS-LINKED FOAM STRUCTURES OF ESSENTIALLY LINEAR POLYOLEFINS AND A METHOD FOR MAKING THE SAME	Ser. No. 08,802,250	1/13/95
BLANK GRAFTED CROSS-LINKED POLYOLEFIN FORMABLE STRUCTURES:	Application in process	

RECORDED: 05/06/1996

PATENT
REF: 7232 FRAM: 0938

1 400261000511X/001011 71.01(15) 25 25 31007

PATENT 0461/XX MOE
REEL: 012343 FRAME: 0461

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Applications of:

Sentinel Products, Corp.

Examiner: WASHINGTON

Serial Nos. 08/639,357, 08/699,000, 08/708,115, 08/805,686,
08/851,375, 08/888,431, 021,463, 08/638,122,
08/706,722, 08/308,801, 08/502,258

Art Unit:

Patent Nos. 5,882,776, 5,929,129, 5,883,144, 6,262,137, 4,900,490,
5,859,076

CERTIFICATE OF MAILING BY EXPRESS MAIL

U.S. Patent & Trademark Office
Assignment Division
P.O. Box 2327
Arlington, VA 22202

Sir:

The undersigned hereby certifies that the enclosed

1. Copy of United States Patent & Trademark Office Notice of Non-Recordation of Document;
2. Recordation Form Cover Sheet;
3. Schedule A--Patents, Patents Pending and Patent Applications;
4. Release of Patent Security Agreement between Sentinel Products Corp. and Wells Fargo Business Credit, Inc.;
5. Exhibit A--Patent Security Agreement;
6. Schedule A--To a Patent Security Agreement between Sentinel Products Corp. (borrower) and Deacon Business Credit Copy (bank)
7. Certificate of Mailing by Express Mail; and
8. Return Card,

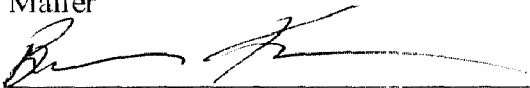
relating to the above application, were deposited as "Express Mail," Mailing Label No. EL353030078US with the United States Postal Service, addressed to U.S. Patent & Trademark Office, on this December 5 2001.

December 5, 2001



Mailer

December 5, 2001



Brian P. Kinnear, Reg. No. 43,717

HOLLAND & HART LLP
555-17th Street, Suite 3200
Post Office Box 8749
Denver, Colorado 80201
Telephone: (303) 295-8170
Facsimile: (303) 295-8261



Express Mail Label No. EL3379006456US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Applications of:

Sentinel Products, Corp.

Examiner:.

Serial Nos. 08/639,357, 08/699,000, 08/708,115, 08/805,686,
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08/706,722, 08/308,801, 08/502,258

Art Unit:

Patent Nos. 5,882,776, 5,929,129, 5,883,144, 6,262,137, 4,900,490,
5,859,076

CERTIFICATE OF MAILING BY EXPRESS MAIL

Assistant Commissioner for Patents
Washington, D.C. 20231


Sir:

The undersigned hereby certifies that the enclosed

1. Recordation Form Cover Sheet;
2. Release of Collateral Assignment of Patent & Assignments between Sentinel Products, Corp. and Citizens Business Credit Company;
3. Exhibit A--Notice of Collateral Assignment of Patents;
4. Schedule A--Patents, Patents Pending and Patent Applications;
5. Release of Patent Security Agreement between Sentinel Products Corp. and Wells Fargo Business Credit, Inc.;
6. Exhibit A--Patent Security Agreement;
7. Schedule A--To a Patent Security Agreement between Sentinel Products Corp. (borrower) and Deacon Business Credit Copy (bank)
8. Check in the amount of \$720.00;
9. Certificate of Mailing by Express Mail; and
10. Return Card,


relating to the above application, were deposited as "Express Mail," Mailing Label No. EL379001241US with the United States Postal Service, addressed to Assistant Commissioner for Patents, Washington, D.C., 20231, on this August 30, 2001.

August 30, 2001



Mailer

August 30, 2001



Brian P. Kinnear, Reg. No. 43,717
HOLLAND & HART LLP
555-17th Street, Suite 3200
Post Office Box 8749
Denver, Colorado 80201
Telephone: (303) 295-8170
Facsimile: (303) 295-8261

2. Patents Issued

<u>Patent Name</u>	<u>Serial No.</u>	<u>Date of Patent</u>
METHOD FOR MAKING MULTICOLORED RESIN MATERIAL AND PRODUCT THEREOF	021463	6/4/91
FOAM MATERIAL	4,900,490	2/13/90
CROSSLINKED LOW-DENSITY POLYMER-FOAM LAMINATED FOAM	08638122	6/22/98
STRUCTURES WITH ENHANCED PROPERTIES (HINGE)	08706722	9/14/98
OPEN CELL FOAMED ARTICLES INCLUDING SILANE-GRAFTED POLYOLEFIN RESINS	08872736	8/10/98

PATENT
REEL: 9534 FRAME: 0314

RECORDED: 12/05/2001

PATENT
REEL: 012343 FRAME: 0465