

12-21-2001

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



To the Honorable Commissioner of:

101923171

red original documents or copy thereof

1. Name of conveying party(ies):
The First National Bank of Boston

2. Name and address of receiving party(ies)

Name: Ling Industrial Fabrics, Inc.

Internal Address: _____

Street Address: _____

2556 West Fifth North Street

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

3. Nature of Conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Release and Termination of Security Interest

City: Summerville

State: South Carolina

Zip: 29483

Execution Date: March 18, 1996

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 new application is: _____

A. Patent Application No.(s):

B. Patent No.(s):

5,071,699

4,844,958

4,643,119

4,505,201

4,376,146

4,673,604

Additional numbers attached? ☐ Yes ☒ No

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

Name: Donald A. Gregory
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt. L6625.0001

Street Address: 2101 L Street NW

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-1073

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

City:

Washington

State:

DC

Zip:

20037-1526

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.

Donald A. Gregory
Reg. No. 28,954

Name of Person Signing

Signature

December 18, 2001

Date

12/20/2001 DBYRNE
01 FC:581

00000134 5071699

Total number of pages including cover sheet, attachments, and documents: 7

240.00 DP

RELEASE AND TERMINATION OF
SECURITY INTEREST IN CERTAIN
PATENTS AND PATENT REGISTRATIONS

RECORDED WITH THE UNITED STATES PATENT AND
TRADEMARK OFFICE AT REEL 7097, FRAMES 122-127,
EFFECTIVE AS OF AUGUST 17, 1994

RELEASE AND TERMINATION, dated as of March 19, 1996, of the Security Assignment (Patents), dated as of August 17, 1994 (the "Patent Agreement"), executed and delivered by **LINO INDUSTRIAL FABRICS, INC.**, a Delaware corporation whose address is 2556 West Fifth North Street, Summerville, South Carolina 29483, (the "Company"), to **THE FIRST NATIONAL BANK OF BOSTON** in its capacity as Agent (the "Agent") for certain financial institutions (collectively, the "Banks"), and filed in the United States Patent and Trademark Office on August 24, 1994 at Reel 7097, Frames 122-127, effective as of August 17, 1994. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Patent Agreement.

WHEREAS, pursuant to the Patent Agreement, the Agent, for the benefit of the Banks, has received a security interest in and to the Patent collateral described in Schedule I attached hereto (the "Patent Collateral"), owned by the Company;

WHEREAS, the Company has caused the Secured Obligations (as defined in the Amended and Restated Loan and Security Agreement dated as of August 12, 1994 among the Company, the Banks and the Agent) to be repaid; and

WHEREAS, in consideration of such payment, the Company has requested that the Agent and the Banks consent to the release of any and all interests of the Agent, for the benefit of the Banks, in the Patent Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby release, terminate and discharge all right, title and interest (including but not limited to the security interest granted to the Agent for the benefit of the Banks under the Patent Agreement) it may have, in, to or under the Patent Collateral, and any right, title and interest of the Agent in the Patent Collateral shall hereby cease and become void, and the Patent Agreement shall hereby terminate. All releases, discharges, reassignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Agent or any Bank.

The Agent acknowledges that the Company may rely upon this Release and consents to the recordation of a copy hereof in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Agent on behalf of the Banks has caused this Release to be duly executed by its officer thereunto duly authorized as of the 15th day of March, 1996.

THE FIRST NATIONAL BANK OF BOSTON,
as Agent

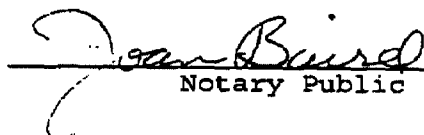
By: 

Title: WILLIAM C. FOURNIER

Name: VICE PRESIDENT

STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

On the 21st day of March, 1996, before me personally came W. J. [unclear], to me personally known and known to me to be the person described in and who executed the foregoing instrument as [unclear] of The First National Bank of Boston, who being by me duly sworn, did depose and say that he resides at Boston, MA; that he is [unclear] of Bank of Boston, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My commission expires:

My Commission Expires June 18, 1999

SCHEDULE I

to

Release and Termination of
Certain Patents and Patent Registrations
subject to Patent Agreement

- (a) Patents and Patent applications, including, without limitation, the Patents listed on Exhibit A hereto;
- (b) inventions and improvements described and claimed therein;
- (c) reissues, dividends, continuations, renewals, extensions and continuations in part thereof;
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof;
- (e) rights to sue for past, present and future infringement thereof;
- (f) patents, patent applications and any other rights corresponding thereto throughout the world; and
- (g) all proceeds of and accessions to any and all of the foregoing.

EXHIBIT A

<u>Patent</u>	<u>Patent/ Application No.</u>	<u>Country</u>
Antistatic Woven Coated Polypropylene Fabric	9230057.4	European
Antistatic Woven Coated Polypropylene Fabric	5,071,699	USA
Extrusion Coated Circular Woven Fabric	620,800	Australia
Extrusion Coated Circular Woven Fabric	1,313,608	Canada
Extrusion Coated Circular Woven Fabric	4,844,958	USA
Industrial Textile Fabric	609,702	Australia
Industrial Textile Fabric	1,275,024	Canada
Industrial Textile Fabric	86305362.5	European
Industrial Textile Fabric	163486/86	Japan
Industrial Textile Fabric	4,643,119	USA
Impact Resistant Bag with Increased Circumferential Yarn	37089/84	Australia
Impact Resistant Bag with Increased Circumferential Yarn	1,230,093	Canada
Impact Resistant Bag with Increased Circumferential Yarn	84/308839	European
Impact Resistant Bag with Increased Circumferential Yarn	273552/84	Japan
Impact Resistant Bag with Increased Circumferential Yarn	4,505,201	USA
Web Insertion Knitted Secondary Carpet Backing	1,174,143	Canada

<u>Patent</u>	<u>Patent/ Application No.</u>	<u>Country</u>
Web Insertion Knitted Secondary Carpet Backing	4,376,146	USA
Extrusion Coated Carpet Backing and Method of Manufacture	1,254,371	Canada
Extrusion Coated Carpet Backing and Method of Manufacture	85305752.9	European
Extrusion Coated Carpet Backing and Method of Manufacture	179581/85	Japan
Extrusion Coated Carpet Backing and Method of Manufacture	4,673,604	USA
Woven Synthetic Fabrics	1,021,086	USA