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01-15-2002

Form PTO-1595
(Rev. 03/01)



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

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

101946186

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):

Lloyds TSB Bank plc (formerly known as Lloyds Bank plc)

2. Name and address of receiving party(ies)

Name: Littell International, 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 Deed of Release and Consent

Street Address: 145 Swift Road

City: Addison State: IL Zip: 60101

Execution Date: September 28, 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)

See Exhibit A - attached hereto

Additional numbers attached? Yes No

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

Name: Fred R. McMorris, Esq.

Internal Address: Rooks, Pitts and Poust
Suite 300

Street Address: 4200 Commerce Court

City: Lisle State: IL Zip: 60532

6. Total number of applications and patents involved: 28

7. Total fee (37 CFR 3.41).....\$ 1,160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Fred R. McMorris

[Signature] October 18, 2001
Signature Date

Name of Person Signing

01/14/2002 DBYRNE 00000647 D294566

Total number of pages including cover sheet, attachments, and documents: 15

01 FC:581

1160.00 ~~DP~~ Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012447 FRAME: 0111

EXHIBIT A**LIST OF PATENTS****DEED OF RELEASE AND CONSENT**

Patent No.	Issued Date	Description
D294,566	08/08/88	Control panel for a machine control systems
3,888,400	06/01/75	Loop Control Apparatus for Continuous Strip Material
3,973,423	08/10/76	Belt Drive System for High Speed Straightening machines
3,992,957	11/23/76	Rotary Type Shaper Motion Drive
4,024,774	05/24/77	Modular Cam Driven Roll Feed
4,029,251	06/14/77	Roll Feed with Modular Roll Lifter Mechanism
4,047,416	09/13/77	Uncoiling and Straightening Apparatus for Strip Material
4,063,499	12/20/77	Cam Feed with Cycle Synchronization
4,083,217	04/11/78	Overlapping Gear Drives of Straightening Machines
4,091,649	05/30/78	Method of Uncoiling and Straightening Strip Material
4,129,328	12/12/78	Plate Handling Apparatus with Load Deflection
4,134,334	01/16/79	Automated Lock Device for Press Feed Belt Drives
4,144,990	03/20/79	High Speed Cam Roll Lifter for Press Feeder
4,222,256	09/16/80	Straightened with Individually Removable Roll AND Pivoted bearing housing and roll design.
4,304,114	12/08/80	Process of Rolling Automobile Rims
4,561,582	12/31/85	Strip Feeders
4,643,634	12/17/87	Work Piece Transporting Apparatus
4,559,900	12/24/85	Device for Coating Strip Material
4,782,664	11/08/88	Thermoelectric Heat Exchanger
4,697,231	09/29/87	Machine Control System
4,793,464	12/27/88	Apparatus for Inverting Strips of Sheet Material
5,814,786	09/28/98	System and Method for Laser Butt Welding
5,901,627	05/11/99	Apparatus and Method for Shearing Material
5,926,967	07/27/99	System for Gauging the Position of Joint Edges for Welding
5,932,117	08/03/99	Clamping System for Sheet Material in a Welding System
5,951,889	09/14/99	System and Method for Laser Welding
6,070,781	06/06/00	System for Brining the Joint Edges of Sheet Material into Butting Relationship for Welding
6,161,460	12/19/00	Bearing assemble for shear

DEED OF RELEASE AND CONSENT

among

LLOYDS TSB BANK PLC

and

LITTELL INTERNATIONAL INC.

Dated September 28, 2001

CHADBOURNE & PARKE
Regis House
45 King William Street
London EC4R 9AN
Telephone: 020 7337 8000
Facsimile: 020 7337 8001

DEED OF RELEASE AND CONSENT

THIS DEED OF RELEASE AND CONSENT (this "Release and Consent") is made the 28th day of September, 2001.

AMONG

1. **LLOYDS TSB BANK PLC**, a company organised and existing under the laws of England and Wales with company number 2065 ("Lloyds"); and
2. **LITTELL INTERNATIONAL INC.**, incorporated under the laws of the State of Illinois having its registered office at 145 Swift Road, Addison, Illinois, 60101, USA ("Littell").

WHEREAS, Littell Acquisition Corporation, an Illinois corporation (the "Buyer") and Littell have entered into a bill of sale and assignment and assumption agreement dated ___ September 2001 (the "Sale Agreement"), which provides for Littell to sell to the Buyer certain of the assets owned by Littell, and to assume certain of the liabilities of Littell as specified in the Sale Agreement (collectively, the "Sale Assets");

WHEREAS, Lloyds agreed to make certain credit facilities available to MetalTech International Plc ("MetalTech") and to several subsidiaries of MetalTech's, including Littell (together the "Companies") pursuant to a facility letter dated 27 September 1996 (the "Facility Letter"), in which inter alia security was to be given by the Companies in favour of Lloyds;

WHEREAS, the parties to the Facility Letter entered into a supplement to the Facility Letter dated 27 September 1996 (the "Supplement") which is governed by English law and which, inter alia, limits Littell's liability under the Facility Letter under a guarantee given to Lloyds by Littell for any monies and liabilities owed to Lloyds by MetalTech dated 27 September 1996 (the "Guarantee");

WHEREAS, Littell, MetalTech (or Verson International Group, plc, as it was then called) ("MetalTech") and Lloyds, as assignee of MetalTech entered into a certain security agreement and assignment of trademarks and service marks dated 28 July 1994 (the "1994 Trademark Security Agreement"), which is governed by New York law and in which, inter alia, Littell assigned and transferred all its right title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks, licenses and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 8 November 1994, Reel 1246/Frame 257;

WHEREAS, Littell, MetalTech and Lloyds entered into a certain security agreement and assignment of patents dated 28 July 1994 (the "1994 Security Agreement"), which is

governed by Illinois law and in which, inter alia, Littell assigned and transferred all its right, title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 8 November 1994, Reel 7194/Frame 692;

WHEREAS, Littell and Lloyds entered into a certain security agreement dated 27 September 1996 (the "1996 Security Agreement"), which is governed by Illinois law and in which, inter alia, Littell assigned and transferred all its right title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 28 October 1996, Reel 1501/Frame 0580;

WHEREAS, Littell, MetalTech and Lloyds entered into a certain security agreement dated 27 September 1996 (the "1996 MetalTech Security Agreement"), which is governed by New York law and in which, inter alia, Littell assigned and transferred all its right title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 28 October 1996, Reel 1518/Frame 0212;

WHEREAS, Littell entered into a mortgage and security agreement dated 27 September 1996 in favour of Lloyds (the "Mortgage") which is governed by Illinois law and in which, inter alia, Littell granted a first mortgage over the real property located at 145 Swift Road, Addison, Illinois, USA which is included as part of the Sale Assets, and recorded in the Recorder's Office of DuPage County, Illinois, as Document No. R96-172931;

WHEREAS, Littell and Lloyds entered into a certain amended and restated patent and trademark collateral pledge, assignment and security agreement dated 24 May 2000 (the "2000 Security Agreement"), which is governed by Illinois law and in which, inter alia, Littell assigned and transferred all its right, title and interest in and to and granted to Lloyds a lien on and security interest in certain trademarks and other personal property described therein, including the Sale Assets, recorded with the USPTO Trademark office on 10 July 2000, Reel 2113/Frame 0181;

WHEREAS, pursuant to the Sale Agreement, Littell will receive an aggregate gross purchase price (the "Purchase Price") equal to U.S. seven million four hundred forty-six thousand Dollars (\$7,466,000) less negotiated credits of two million two hundred twenty one thousand Dollars (\$2,221,000), which shall be payable as follows: (i) on Closing of the Sale Agreement, the sum of U.S. four million four hundred thousand Dollars (\$4,150,000) cash (less \$20,000 for sales tax withholding and other closing adjustments pursuant to the Sale Agreement) and (ii) 48 months after Closing of the Sale Agreement, U.S. \$1,075,000 which is to be supported by the delivery by the Buyer to Littell of a promissory note and secured by the granting of a mortgage from the Buyer; and

WHEREAS, in order to effect the transaction as contemplated in the Sale Agreement, Littell requests that Lloyds: (a) consent to the sale of the Sale Assets; (b) release the Sale Assets from the Mortgage, the Financing Documents (as later defined), security interests, pledges and encumbrances of any kind whatsoever; (c) release and terminate the Mortgage and (d) discharge all registrations or other means of perfection in connection therewith;

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. Interpretation.

In this Release and Consent unless and except to the extent that the context requires otherwise:

- (a) words (including words defined in this Release and Consent) denoting the singular shall include the plural and vice-versa;
- (b) words denoting individuals shall include corporations and vice-versa;
- (c) references to any party to this Release and Consent shall include its successors or permitted assigns;
- (d) references to any letter, document or agreement including this Release and Consent shall be deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) the headings of this Release and Consent are for convenience only and are not to be used as an aid to construction of this Release and Consent; and
- (f) "Financing Documents" means: the 1994 Trademark Security Agreement, the 1994 Security Agreement, the 1996 Security Agreement and the 2000 Security Agreement.

2. Condition Precedent.

This Release and Consent is conditional upon each of the following:

- (a) the receipt by CMS Cameron McKenna ("Lloyds's Solicitors") on Closing of (i) U.S. four million one hundred fifty thousand Dollars (\$4,150,000.00) (less \$20,000 for sales tax withholding and other closing adjustments pursuant to the Sale Agreement) in full and in cleared funds in Lloyds' Solicitors' U.S. Dollar Client Account, at 39 Threadneedle Street, London EC2R 8AU, account number 11880403, sort code number 30-00-09 and (ii) an assignment of the note and mortgage given by the Buyer to Littell in the amount of U.S. one million seventy five thousand Dollars (\$1,075,000.00) payable forty-eight (48) months following Closing, each

assignment to be in a form acceptable to Lloyds, representing an aggregate gross purchase price equal to U.S. seven million four hundred forty-six thousand Dollars (\$7,466,000.00) less negotiated credits, payments or reserves of U.S. two million two hundred and twenty one thousand Dollars (\$2,221,000);

- (b) the execution of the Sale Agreement and occurrence of Closing conditions (as defined therein).

3. Consent.

Subject to satisfaction of each of the conditions precedent set out in clause 2 above (the "Conditions Precedent"), Lloyds hereby consents to the sale of the Sale Assets pursuant to the Sale Agreement.

4. Release.

Immediately upon the satisfaction of the Conditions Precedent, Lloyds hereby:

- (a) releases the Sale Assets from (i) the Facility Letter, (ii) the Supplement, (iii) the Financing Documents, (iv) the 1996 MetalTech Security Agreement, (v) the Mortgage and (vi) releases any other right, mortgage security interest, pledge and encumbrance of any kind whatsoever, granted to Lloyds in respect of the Sale Assets, whether in any document referred to in this Release and Consent or otherwise;
- (b) releases and terminates the Mortgage; and
- (c) discharges all registrations or other means of perfection in connection with the foregoing.

5. Continuing Security.

The Facility Letter, the Supplement, the 1996 MetalTech Security Agreement, the Financing Documents and the Guarantee shall remain in full force and effect and, save as expressly provided for in Clause 4, nothing in this Release and Consent shall prejudice or affect the obligations of Littell or the rights and remedies of Lloyds under such documents.

6. Further Assurances.

Provided a request for assistance is made within 12 months of the date of this Release and Consent, Lloyds shall at any time, if and when requested by Littell (or its successors and assigns) execute and deliver to, or as requested by Littell, such further legal or other consents, releases or documents in favour of Littell as shall from time to time reasonably request in respect of all or any of the Sale Assets or the Financing Documents or any right, whether present or future, relating thereto or included in this Release and Consent,

including any substituted securities and any other transfers or documents Littell may from time to time require to effect the release of any title or security interest of Lloyds to the same. Such further consents, releases or documents shall be prepared at the cost of Littell.

7. Recorder's Office of Du Page County.

Subject to satisfaction of the Conditions Precedent, Lloyds shall deliver to the Recorder's Office of Du Page County the Release Deed in a form substantially similar to the form comprised in Schedule I.

8. Recorder's Office of Du Page County and Secretary of State of Illinois.

Subject to satisfaction of the Conditions Precedent, Lloyds shall deliver the UCC Termination Statements with respect to the Mortgage and the Sale Assets to the Recorder's Office of Du Page County and the Secretary of State of Illinois in a form substantially similar to the forms comprised in Schedule II.

9. Governing Law.

This Release and Consent shall be governed by and construed in accordance with the laws of England and Wales and, with respect to any Sale Assets located in Illinois, in accordance with the laws of the State of Illinois, USA.

10. Counterparts.

This Release and Consent may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this Release and Consent may enter into this Release and Consent by executing any such counterpart.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF Lloyds TSB Bank Plc and Littell International, Inc. have executed this Release and Consent as a deed the day and year first before written.

SIGNED AND DELIVERED)
AS A DEED BY)
LITTELL INTERNATIONAL)
INC.)

acting by _____)

Director
Director

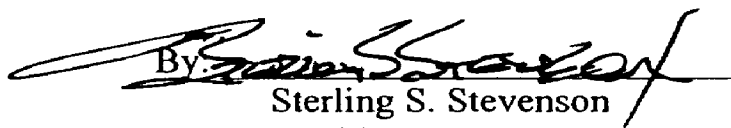
SIGNED AND DELIVERED)
AS A DEED BY *S J PHILLIPS*)
an attorney for and on behalf of)
LLOYDS TSB BANK PLC in the)
presence of: *[Signature]*)

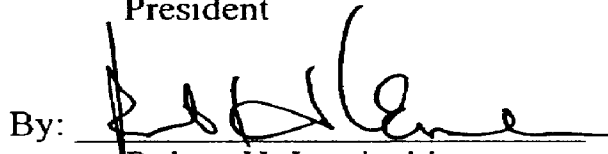
[Signature]

IN WITNESS WHEREOF Lloyds TSB Bank Plc and Littell International, Inc. have executed this Release and Consent as a deed the day and year first before written.

SIGNED AND DELIVERED)
AS A DEED BY)
an attorney for and on behalf of)
LLOYDS TSB BANK PLC in the)
presence of: _____) _____

LITTELL INTERNATIONAL INC.

By: 
Sterling S. Stevenson
President

By: 
Robert H. Lewinski
Secretary

STATE OF ILLINOIS)
)
COUNTY OF DuPage) ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sterling S. Stevenson, President of Littell International, Inc., an Illinois corporation, and Robert H. Lewinski, Secretary of the Corporation, personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed and delivered this said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority, given by the Board of Directors of said Corporation as their free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of September, 2001



Notary Public

Commission Expires:



SCHEDULE I

RELEASE DEED

MAIL TO:

Rooks, Pitts and Poust
4200 Commerce Court, Suite 300
Lisle, Illinois 60532
Attn: Fred McMorris, Esq.

NAME & ADDRESS OF TAXPAYER:

Littell International, Inc.
145 Swift Road
Addison, Illinois 60101
Attn: Sterling S. Stevenson

RECORDER'S STAMP

Know All Men by These Presents, That LLOYDS TBS BANK PLC, successor to Lloyds Bank Plc, a company organized and existing under the laws of England and Wales for and in consideration of One Dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, convey, release and quit-claim unto LITTELL INTERNATIONAL, INC., an Illinois corporation of the Village of Addison, County of DuPage, all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage and Security Agreement bearing date the 27th day of September A.D., 1996, and recorded in the Recorder's Office of DuPage County, in the State of Illinois, as Document No. R96-172931 to the premises therein described, together with all the appurtenances and privileges thereunto belonging or appertaining, situated in the County of DuPage, State of Illinois, as follows to wit:

See Exhibit A attached hereto.

SIGNED AND DELIVERED)
AS A DEED BY _____)
an attorney for and on behalf of)
LLOYDS TSB BANK PLC in)
the presence of:)

Name:

NAME and ADDRESS OF PREPARER:

**Chadbourne & Parke LLP
30 Rockefeller Plaza
New York, New York 10112
Attn: Cindy Wenig, Esq.**

This conveyance must contain the name and address of the Grantee for tax billing purposes (55ILCS 5/3-5020) and name and address of the person preparing the instrument: (55 ILCS 5/3-5022).

EXHIBIT A

Parcel 1: Lot 2 (except that part of Lot 2 described as follows: commencing at the southeast corner of Lot 2 for a place of beginning; thence south 87 degrees 58 minutes 45 seconds west along the south line of Lot 2, 10.07 feet; thence north 5 degrees 36 minutes 52 seconds west along a line 10.05 feet westerly (measured at right angles) and parallel to the easterly line of Lot 2, 102.57 feet; thence north 84 degrees 23 minutes 8 seconds east, 10.05 feet to a point on the easterly line of Lot 2; thence south 5 degrees 36 minutes 52 seconds east along the east line of said Lot 2, 103.20 feet to the place of beginning) in Kenroy's Addison Unit 1, being a subdivision of part of the northeast quarter of section 5, township 40 north, range 10, east of the third principal meridian, according to the plat thereof recorded July 13, 1979, as Document R79-60835, in DuPage County, Illinois.

Parcel 2: Easement for the benefit of Parcel 1 as created by Maintenance Agreement Declaration and Grant of Easements by and between LaSalle National Bank, as trustee under trust agreement dated December 24, 1969, and known as Trust 40379 and UIP Engineered Products, Inc., July 18, 1979, and recorded as Document R79-62724 for drainage and storm sewer easement over the following described property: Lot 3 in Kenroy's Addison Unit 1, being a subdivision of part of the northeast quarter of section 25, township 40 north, range 10, east of the third principal meridian, according to the plat thereof recorded July 13, 1979, as Document R-79-60835, in DuPage County, Illinois.

Permanent Index Number: 02-25-203-016

Property Address: 145 Swift Road, Addison , Illinois 60101

SCHEDULE II
[UCC-3 TERMINATION STATEMENTS]