

01-15-2002

Docket No.: 01-407

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101947451

Tab settings

12/27/01

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

1. Name of conveying party(ies):  
Mellon Bank, N.A.

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

Name: BJK Holdings, Inc.

Internal Address:

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

Suite 202

Street Address: 103 Foulk Road

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name

Other Release of Patent Collateral Assignment and Security Agreement and Reassignment

Execution Date: November 14, 2001

City: Wilmington State: DE ZIP: 19803

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

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

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s)

B. Patent No.(s)

- 4,915,994
- 5,074,595
- 5,234,735
- 5,149,587
- 5,225,022

Additional numbers attached?  Yes  No

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

Name: Christine L. Wettach, Esq.

Internal Address: Cohen & Grigsby, P.C.

15th Floor

Street Address: 11 Stanwix Street

01/14/2002 DBYRNE 00000587 4915994

01 FC:581 240.00 OP

City: Pittsburgh State: PA ZIP: 15222

6. Total number of applications and patents involved: 6

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

03-2026

(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.

Christine L. Wettach

December 27, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

# RELEASE OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT AND REASSIGNMENT

This Release is executed this 14<sup>th</sup> day of November, 2001, by MELLON BANK, N.A., a financial institution with offices in York, Pennsylvania ("Lender") to the benefit of BJK HOLDINGS, INC. ("BJK Holdings").

WHEREAS, on or about May 6, 1997, BJK Holdings and Lender entered into a Patent Collateral Assignment and Security Agreement ("Assignment") which secured a Loan Agreement executed of even date therewith between BJK Holdings and Lender and various other loan documents (collectively the "Loan Documents"); and

WHEREAS, all indebtedness of BJK Holdings has been fully paid and discharged, and the parties desire to release the Assignment, security interest and all obligations of BJK Holdings therein and to reassign the patents listed in Schedule A attached hereto and incorporated herein to BJK Holdings.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, with the intent to be legally bound:

1. Release. Lender acknowledges and agrees that all Obligations of BJK Holdings to Lender (as defined in the Loan Documents between BJK Holdings and Lender of even date herewith) have been satisfied in full, and Lender hereby releases and discharges any right, title or interest it was granted under the Assignment in and to the patent applications and patents listed in Schedule A hereto, (collectively called the "Patents").

2. Reassignment. For good and valuable consideration, Lender hereby grants, assigns and conveys to BJK Holdings, without recourse or representation, its entire right, title and interest in and to the Patents and all rights accruing thereunder during the period the Patents were held by the Lender, including the right to collect and/or sue for any infringement which occurred, and/or for any royalties which accrued, during such period. Lender shall execute and deliver to BJK Holdings all deeds, assignments and other instruments as may be necessary or proper to re-vest in BJK Holdings full title to the Patents upon request of BJK Holdings. Lender covenants with BJK Holdings, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by Lender, and that full right to convey the same as herein expressed is possessed by Lender.

3. Binding Effect. The benefit and burdens of this Release shall inure to the benefit of and be binding upon the respective successor and permitted assigns of the parties.

4. Construction. The validity and interpretation of this Release and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Lender has executed this Release of Patent Collateral Assignment and Security Agreement and Reassignment and delivered the same as of the date first above written.

LENDER:

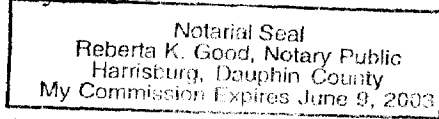
MELLON BANK, N.A.

By: Michael J. Gellig  
Title: Vice President

STATE OF Pennsylvania )  
 ) SS:  
COUNTY OF Dauphin )

On this 14 day of November, 2001, before me personally appeared Michael S. Gillig, being duly sworn, did depose and say that he is the above-indicated officer of Mellon Bank, N.A., the corporation described in and which executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the corporation.

Reberta K. Good  
Notary Public



Member, Pennsylvania Association of Notaries

## SCHEDULE A

<u>Title</u>	<u>Inventor</u>	<u>Patent No.</u>	<u>Date</u>
Dimensional Stable Pressure-Sensitive Label	Larry Begelfer, et al.	4,915,994	4/10/90
Resealable Folded Label Structure	Marilyn Hill, Byron Baker	5,074,595	12/24/91
Composite Resealable Outsert	Byron Baker, Marilyn Hill	5,234,735	8/10/93
Resealable Outsert Label	Marilyn Hill, Byron Baker	5,149,587	9/22/92
Method for Making an Improved Resealable Outsert Label	Byron Baker, et al.	5,225,022	7/6/93
Method and Apparatus for Producing Internally Apertured Pressure-Sensitive Labels	Richard Senft	5,391,249	2/21/95