

03-28-2002

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings ☐ ☐ ☐

To the Honorable Commissioner of Pa

102034245

and original documents or copy thereof.

1. Name of conveying party(ies):

**Fleet National Bank aka BankBoston, N.A.**

3.6.02

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other **Release of Security Interest**

Execution Date: **February 22, 2002**

2. Name and address of receiving party(ies)

Name: **Kar-Tainer International, Inc.**

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

Street Address: **160 Claremont Avenue, Suite 390**

City: **Decatur** State: **GA** Zip: **30030**

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)

**See attached schedule**

B. Patent No.(s)

**See attached schedule**

Additional numbers attached? ☒ Yes ☐ No

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

Name: **Santo Manna, Esq.**

Internal Address: **Schulte Roth & Zabel**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and patents involved: **5**

7. Total fee (37 CFR 3.41).....\$ **140.00**

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

**Schulte Roth & Zabel - 500675**

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

DO NOT USE THIS PAGE

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.*

**Santo Manna, Esq.**  
Name of Person Signing

Signature

**March 6, 2002**  
Date

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

03/27/2002 LMUELLER 00000080 500675 5547383 documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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**PATENT**  
**REEL: 012707 FRAME: 0366**

## **SCHEDULE A**

### **ISSUED PATENTS**

<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Inventor(s)</u></b>	<b><u>Title</u></b>
5,547,333	8/20/96	Kar-Tainer International, Inc.	Method for Packing Vehicle Bodies in a Transport Container
5,769,591	6/23/98	Kar-Tainer International, Inc.	Frame Structure and Method for Packing Vehicle Bodies
5,924,248	7/20/99	Kar-Tainer International, Inc.	Collapsible Frame Device
6,010,285	1/4/00	Kar-Tainer International, Inc	Collapsible Vehicle Transporation Frame
6,196,776	3/6/01	Kar-Tainer International, Inc	Multiple Automobile Transport System

**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 BankBoston, N.A., a national banking association ("Releasor"), for itself and as Administrative Agent for other lending institutions, in favor of Kar-Tainer International, Inc., a Florida corporation ("Releasee").

WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of September 30, 1997, as amended and in effect from time to time (the "Credit Agreement") by and among, inter alia, Allied Holdings, Inc., Releasor and the Banks (as defined in the Credit Agreement), the Banks agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee executed and delivered to Releasor that certain Security Agreement (as defined in the Credit Agreement, and as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement"), pursuant to which Releasee granted to Releasor a security interest in, inter alia, the patents and patent applications listed on Schedule A attached hereto (the "Scheduled Patents") to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, as a supplement to the Security Agreement, Releasee executed and delivered to Releasor that certain Patent Collateral Assignment and Security Agreement dated as of September 30, 1997 (the "Patent Security Agreement") pursuant to which Releasee assigned, transferred and conveyed to Releasor, by way of collateral security, the Patent Collateral (as defined in the Patent Security Agreement) including, without limitation, the Scheduled Patents, all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the right to sue for past, present and future infringement thereupon, and any after-acquired patents and patent applications (collectively, the "Patent Collateral");

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office at Reel 8761/Frame 0983-0991 on October 31, 1997;

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, the Patent Security Agreement and/or any other agreement (the "Security Interest"), and reassign the Patent Collateral to Releasee; and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest and reassign the Patent Collateral to Releasee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself and the Banks, and its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest, and all other right, title and interest in and to the Patent Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Patent Security Agreement and/or any other agreement, and Releasor hereby 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

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**PATENT**  
**REEL: 012707 FRAME: 0368**

to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Patent Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed  
by its officer thereunto duly authorized as of the 22 day of February 2002.

FLEET NATIONAL BANK (f/k/a BANK  
BOSTON, N.A.)

By: Jeffrey G. Millman

Name: Jeffrey G. Millman

Title: Director

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MA

SS.:

COUNTY OF SUFFOLK

On this 22<sup>nd</sup> day of FEBRUARY 2002, before me, the undersigned,  
personally appeared JEFFREY G. MILLMAN, 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.

Patricia A. Mallard

[NOTARY SEAL]

EXPIRATION DATE: 12-17-04

## **SCHEDULE A**

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