

07-03-2002

Form PTO-1595
(Rev. 03/01)

R



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

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

102143223

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):

Heller Financial, Inc.

7-1-02

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release by Secured Party

Execution Date: May 3, 2002

2. Name and address of receiving party(ies)

Name: Electrocal, Inc.

Internal Address: _____

Street Address: 78 Edwin Road

City: South Windsor State: CT Zip: 06074

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)

430436

B. Patent No.(s)

4,973,374

Additional numbers attached? Yes No

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

Name: Andrew H. Connor

Internal Address: Schwartz, Cooper,

Greenberger & Krauss, Chtd.

Street Address: 180 North LaSalle Street,

Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and patents involved: 1

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

- 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.

Shani B. Novak

Assistant Vice President

Shani B. Novak

Signature

5-9-02

Date

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

40.00 All documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/02/2002 DBYRME

01 FC:581

HELLER FINANCIAL, INC.

500 W. Monroe Street
Chicago, IL 60661

May 10, 2002

Electrocal, Inc.
78 Edwin Road
South Windsor, CT 06074

U.S. Patent and Trademark Office
Crystal Plaza 3, 2C02
Washington, DE

Re: Release of Security Agreement

Dear Sir or Madam:

It is hereby confirmed that Heller Financial, Inc. is releasing its security interest in U.S. Patent No. 4,973,374 effective this day of May, 2002.

Heller Financial, Inc.

By: Shani B. Novak

Title: Shani B. Novak
Assistant Vice President

PATENT SECURITY AGREEMENT

WHEREAS, Electrocacal, Inc., a Delaware corporation ("Grantor"), owns the Patents and the Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Heller Financial, Inc. ("Grantee") are parties to a Credit Agreement dated as of the date hereof (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Grantee upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; all capitalized terms defined in the Credit Agreement or the Security Agreement and, not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Security Agreement), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Grantee a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent applications and certain Patent Licenses and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, the Patents and Patent applications referred to in Schedule 1 annexed hereto, together with any reissues, divisions, continuations, renewals,

extensions or continuations-in-part thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent and Patent application;

(2) each Patent License including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Patent including, without limitation, the Patents referred to in Schedule 1 annexed hereto, the Patents issued pursuant to a Patent application referred to in Schedule 1 and the patents licensed under any Patent License referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor and Grantee hereby acknowledge and affirm that the rights and remedies of Grantor and Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

ACKNOWLEDGMENT

NY3: 21945.01 - Electrocal/Borrower

**PATENT
REEL: 013036 FRAME: 0090**

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 10th day of April, 1995.

ELECTROCAL, INC.

By: Michael T. Foley
Name: Michael T. Foley
Title: **President**

Agreed and Accepted as of the 10th day of April, 1995

HELLER FINANCIAL, INC.

By: Andrew D. Plarek
Name: Andrew D. Plarek
Title: **Vice President**

PATENTS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>	<u>First Use</u>	<u>Goods</u>
Method and Apparatus for Applying Labels to Curved Objects	U.S. Patent No. 4,973,374	[]	[]	[]

PATENT APPLICATIONS

None.

PATENT LICENSES

None.