4637

|CH \$40.00

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	release of security interest

CONVEYING PARTY DATA

Name	Execution Date
Bank of America, N.A., as successor-in-interest to NationsBank of Georgia, N.A.	10/14/2004

RECEIVING PARTY DATA

Name:	Baron Wire & Cable Corp., an Illinois corporation	
Street Address:	8111 N. St. Louis Avenue	
City:	Skokie	
State/Country:	ILLINOIS	
Postal Code:	60076	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	4637564

CORRESPONDENCE DATA

Fax Number: (312)569-3468

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-569-1468

Email: IPDOCKET@GCD.COM

Correspondent Name: Mary Margaret Murray - Gardner et al.

Address Line 1: 191 N. Wacker Drive

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Mary Margaret Murray

Total Attachments: 4

source=Term Security NationsBank to Baron Wire & Cable#page1.tif source=Term Security NationsBank to Baron Wire & Cable#page2.tif source=Term Security NationsBank to Baron Wire & Cable#page3.tif source=Term Security NationsBank to Baron Wire & Cable#page4.tif

PATENT REEL: 015286 FRAME: 0856

500010277

TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST** dated as of October 14, 2004, from Bank of America, N.A., as successor-in-interest to NationsBank of Georgia, N.A. (the "Secured Party"), to Baron Wire & Cable Corp., a Illinois corporation (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated December 15, 1993 (the "Security Agreement") made by the Assignor (and the other parties signatory thereto) in favor of the Secured Party for the Lenders referenced therein, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Lenders, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on March 8, 1994 at Reel 006899 Frame 0111; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest, the Secured Party hereby states as follows:

- 1. <u>Definitions</u>: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:
 - (a) all of Assignor's United States and foreign patents and patent applications, including those identified on <u>Schedule A</u>, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
 - (b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule A, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and

PATENT REEL: 015286 FRAME: 0857 symbolized by, each such trademark and service mark;

- (c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
- (d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including those listed on Schedule A, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and
 - (e) all proceeds of any of the foregoing.
- 2. <u>Release of Security Interest</u>: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page intentionally blank; next page is signature page]

TRII\592425_1

PATENT REEL: 015286 FRAME: 0858 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.

By:_

Name: Mark A. Phillip

Title: Senior Vice President

STATE OF GA

COUNTY OF Fulton

ss.:

On this 19th day of October, 2004, before me personally appeared Mark A. Phillips to me known who, being by me duly sworn, did depose and say that he/she is Senior Vice President of Bank of America, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Bank of America, Wik

Janja a. Rodgen Notary Public

My Commission Expires June 30, 2006

(Affix Seal Below)

Schedule A

U.S. Patents

Issued Patents

Description	Patent No.	Issue Date
DUAL REEL CONTINUOUS WIRE WINDING MACHINE WITH	4637564	1/20/87
ROBOTIC REEL LOADING MECHANISM		

Foreign Patents

None listed

U.S. Trademarks

None listed

Foreign Trademarks

None listed

U.S. Copyrights

None listed

Licenses

None listed

TRII\592425_1

PATENT REEL: 015286 FRAME: 0860

RECORDED: 10/26/2004