

07-28-2004



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To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Sovereign Bank (successor in interest to Fleet National Bank)

2. Name and address of receiving party(ies)

Name: Energyst Development Center, LLC

Internal Address: _____

Street Address: 2051 Valley View Lane

City: Dallas

State: Texas

Country: United States of America

Zip: 75234-8920

Execution Date(s) July 15, 2004

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release of Trademark and Patent Security Interest

Additional Name(s) & address(es) attached? ☐ Yes ☐ No

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

SEE ATTACHED SHEET

Additional numbers attached? ☐ Yes ☐ No

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

Name: Vaibhav P. Kadaba

Internal Address: Kilpatrick Stockton LLP

Street Address: 1100 Peachtree Street

Suite 2800

City: Atlanta

State: Georgia Zip: 30309

Phone Number : 404-815-6500

Fax Number: 404-815-6555

Email Address: _____

6. Total number of applications and patents involved: 38

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,520

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11-0855

Authorized User Name Vaibhav P. Kadaba

9. Signature :

Vaibhav P. Kadaba

Signature

Date

Vaibhav P. Kadaba

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

5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 015596 FRAME: 0149

U.S. PATENTS

	<u>Patent Number</u>	<u>Issue Date</u>
1.	5423248	6/13/95
2.	5818014	10/6/98
3.	4368664	1/18/83
4.	5131841	7/21/92
5.	5683240	11/4/97
6.	5404808	4/11/95
7.	4409453	10/11/83
8.	5510601	4/23/96
9.	4338911	7/13/82
10.	4679542	7/14/87
11.	5210387	5/11/93
12.	4965435	10/23/90
13.	5161889	6/10/92
14.	4523391	6/18/85
15.	4831238	5/16/89
16.	5078050	1/7/92
17.	4750276	6/14/88
18.	4354549	10/19/82
19.	5134263	7/28/92
20.	5717192	2/10/98
21.	5310978	5/10/94
22.	5582758	12/10/96
23.	5958274	9/28/99
24.	4876426	10/24/89
25.	5539187	7/23/96
26.	5147994	9/15/92
27.	5449888	9/12/95
28.	4474498	10/2/84
29.	5401940	3/28/95
30.	4835351	5/30/89

	<u>Patent Number</u>	<u>Issue Date</u>
31.	5365918	11/22/94
32.	4492839	1/8/85
33.	4479776	10/30/84
34.	5398666	3/21/95
35.	5205274	4/27/93
36.	6250296	6/26/01
37.	6131559	10/17/2000
38.	6227189	5/8/01

RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST

This **RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST** (this "**Release**") is executed this 17th day of July, 2004 by **SOVEREIGN BANK** (a successor in interest to **FLEET NATIONAL BANK**), a national banking association ("**Collateral Agent**").

RECITALS:

A. Pursuant to a certain Loan Agreement executed between the Collateral Agent and Energyst Development Center, L.L.C. ("**Owner**") and certain other parties on December 21, 1999, ("**Loan Agreement**"), the Collateral Agent made certain loans to Owner (the "**Loans**").

B. In conjunction with the Loan Agreement the parties executed an Intellectual Property Security Agreement dated December 21, 1999 ("**Security Agreement**"), pursuant to which the Owner granted a security interest to Collateral Agent in certain trademarks, tradenames, terms and designs ("**Trademarks**") and certain patents and patent applications ("**Patents**"), including the U.S. federal trademark registrations and patents specified in **Schedule A** hereto.

C. The Security Agreement was recorded in the U.S. Patent and Trademark Office on January 4, 2000, at reel/frame 2016/0909.

D. The indebtedness arising under the Loan Agreement and secured by the Trademarks and Patents having been satisfied in full, the Collateral Agent is obligated to release the Trademarks and Patents from the liens, security interests, and other rights arising under the Security Agreement.

RELEASE:

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Collateral Agent hereby RELEASES AND FOREVER DISCHARGES any and all liens, security interests, titles, assignments, and other rights against the Trademarks and Patents, arising pursuant to or otherwise evidenced by the Security Agreement and any other documents securing the Loan, and hereby RECONVEYS, REASSIGNS, TRANSFERS AND DELIVERS to the Owner all rights with respect to the Trademarks and Patents, and any and all other rights, titles, and interests heretofore assigned and transferred unto the Collateral Agent pursuant to the Security Agreement and, to the extent relating to the Trademarks and Patents, pursuant to any other documents securing the Loan. This Release shall be binding upon Collateral Agent and Collateral Agent's successors and assigns and shall inure to the benefit of Owner and Owner's successors and assigns, and any present or future owner of any interest in the Trademarks and Patents.

SOVEREIGN BANK

By: John P. Bowen

Typed Name: John P. Bowen

Title: Vice President

This instrument was executed and acknowledged before me on this 15th day of July, 2004, by

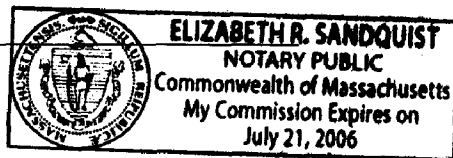
JOHN P. BOWEN, who is personally known to me or who produced
DRIVER'S LICENSE as identification.

Elizabeth R. Sandquist

Notary Public

(SEAL)

My commission expires: _____



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRYOJET	1292077	8/28/84
E AND DESIGN	2,500,600	10/23/01
ENERSYST	1160820	7/14/81
FOOD FINISHER	1092750	6/6/78
FRY-BAKER	1474869	2/2/88
H MONITOR	1734483	11/24/92
JET CRISPER	1230972 (Cancelled)	3/15/83
JET SWEEP	1040511	6/1/76
JETOASTER	1317943	2/5/85
E AND DESIGN	2160662	5/26/98
ES AND DESIGN	1160821 (Cancelled)	7/14/81

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5134263	7/28/92
5717192	2/10/98
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5398666	3/21/95
5205274	4/27/93
6250296	6/26/01
6131559	10/17/2000
6227189	5/8/01

U.S. PROVISIONAL APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>
60/130067	4/19/99
60/146675	8/2/99