

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release and Reassignment

CONVEYING PARTY DATA

Name	Execution Date
Bankers Trust Company	11/21/1994

RECEIVING PARTY DATA

Name:	Insilco Corporation
Street Address:	425 Metro Place North
City:	Dublin
State/Country:	OHIO
Postal Code:	43017

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5125454
Patent Number:	5152339

CORRESPONDENCE DATA

Fax Number: (614)227-2100

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

Phone: 614-227-2000

Email: ipdocket@porterwright.com

Correspondent Name: Richard M. Mescher

Address Line 1: 41 South High Street

Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:

Richard M. Mescher

Total Attachments: 8

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PATENT

REEL: 015653 FRAME: 0773

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5,353,639

400-581

FORM PTO-1586
(Rev. 6-93)
OMB No. 0551-0011 (exp. 6-94)

DEC 15 1994

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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):
BANKERS TRUST COMPANY

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

2. Name and address of receiving party(ies)
Name: **INSILCO CORPORATION**
Internal Address: **5TH FLOOR**

Street Address: **425 METRO PLACE NORTH**
City: **DUBLIN** State: **OH** Zip: **43017**

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement ☒ Change of Name
☒ Other **RELEASE AND REASSIGNMENT**

Execution Date: **NOVEMBER 21, 1994**

4. Application number(s) or patent number(s): **SEE ATTACHED PATENT SECURITY AGREEMENT, SCHEDULE A**
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s) B. Patent No.(s)
08/043,742

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **MARGARET H. DOMIN**
Internal Address: **SIDLEY & AUSTIN**

Street Address: **ONE FIRST NATIONAL PLAZA**
City: **CHICAGO** State: **IL** Zip: **60603**

6. Total number of applications and patents involved: **10**

7. Total fee (37 CFR 3.41).....\$ **400**
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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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.
MARGARET H. DOMIN
Name of Person Signing

M. Domin
Signature

93731630
55-12-15-94
Date

Total number of pages including cover sheet, attachments, and document: **48**

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

RELEASE AND REASSIGNMENT
OF
PATENT AND LICENSE ASSIGNMENT

THIS RELEASE AND REASSIGNMENT OF PATENT AND LICENSE ASSIGNMENT ("Release and Reassignment") dated as of November 21, 1994, by Bankers Trust Company, as collateral trustee (the "Collateral Trustee") (as defined in the Collateral Trust Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Collateral Trustee, Insilco Corporation (the "Borrower"), the "Restricted Subsidiaries" (as defined in the Collateral Trust Agreement referred to below), Shawmut Bank Connecticut, N.A., as trustee under the "9-1/2% Note Indenture" (as defined in the Collateral Trust Agreement referred to below) (in such capacity, together with any successors thereto in such capacity, the "9-1/2% Trustee"), and State Street Bank and Trust Company, as trustee under the "Senior Secured Note Indenture" (as defined in the Collateral Trust Agreement) (in such capacity, together with any successors thereto in such capacity, the "Senior Secured Note Trustee") are parties to that certain Collateral Trust Agreement dated as of April 1, 1993 (as amended, the "Collateral Trust Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Collateral Trust Agreement.

WHEREAS, the Collateral Agent and the Borrower are parties to a certain Amended and Restated Parent Security and Pledge Agreement (Parent-Patents) dated as of April 1, 1993 pursuant to which the Borrower granted a security interest in and an assignment of certain patents and licenses as described in Schedule A and B attached hereto recorded at Reel 6516, Frame 0225 and at Reel 6512, Frame 0884 (patent) as partial security for the Borrower's obligations under the 9-1/2% Note Indenture, the Senior Secured Note Indenture and the Collateral Trust Agreement (the "Secured Obligations"); and

WHEREAS, the Borrower has satisfied its Secured Obligations and therefore the Borrower has requested that the Collateral Trustee release its security interest in the Patents and Licenses, as defined below and reassign the same to the Borrower;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

REEL 7262 FRAME 74

1. The Collateral Trustee hereby releases its security interest in and assignment of the Patents and Licenses.

2. The Collateral Trustee hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by the Collateral Trustee, all of the Collateral Trustee's right, title and interest, in and to:

(i) Collateral: All right, title and interest of Grantor in and to the Patents and the Proceeds.

(ii) Patents: All patent applications, patents pending and patents issued under any domestic law in which Grantor has or, in the future, may have any right, title or interest (including, without limitation, the patents and patent applications listed in Schedule A), including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Grantor or in the name of Collateral Trustee or the Secured Parties, all rights (but not obligations) corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; provided however, that the rights and interests included herein shall include, without limitation, rights and interest pursuant to licensing or other contracts in favor of Grantor pertaining to patent applications and patents presently or in the future owned or used by third parties but only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties.

(iii) Proceeds: All "proceeds" (within the meaning of Section 9-306 of the UCC) of the Collateral, including, without limitation, whatever is receivable or received when Collateral or Proceeds is sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto (whether or not Collateral Trustee is loss payee with respect thereto), and all rights to payment with respect to any cause of action relating to any of the Collateral.

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

BANKERS TRUST COMPANY,
as Collateral Trustee

By [Signature]
Assistant Vice President

Schedule A
to
Release and Reassignment of
Patent and License Assignment
Dated as of November 21, 1994

Patents and Patent Applications

Attached.

REEL 1262 FRAME 76

PATENT

UNITED STATES PATENTS

<u>Number</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Issued Date</u>
4,643,063 (McKenica)	Tube Cutoff Machine	Erich F. W. Gobien	2/17/87
4,763,795 (Rolodex)	Desk Top Card File System	Louis G. Metzger	8/16/88
D302,702 (Rolodex)	Adjustable File Card Holder	Albrecht Goertz	8/8/89
5,107,926 (Thermal Components)	Manifold Assembly for a Parallel Flow Heat Exchange	Gerald C. Calleson	4/28/92
5,125,454 (Thermal Components)	Manifold Assembly for a Parallel Flow Heat Exchange	Harvey Creamer, et al.	6/30/92
5,152,339 (Thermal Components)	Manifold Assembly for a Parallel Flow Heat Exchange	Gerald C. Calleson	10/6/92

REEL 1262 FRAME 77

UNITED STATES PATENT APPLICATIONS

<u>Number</u>	<u>Filing Date</u>
07/750,200 (Thermal Components)	8/27/91
91117636.4 (Thermal Components)	10/21/91
9122139 (Thermal Components)	12/4/91
08/063,742 (Thermal Components)	5/19/94

REEL 7262 FRAME 78

Schedule B
to
Release and Reassignment of
Patent and License Assignment
Dated as of November 21, 1994

License Agreements

Attached.

REEL 7262 FRAME 79

patent

License Agreements**LICENSES FROM THE BORROWER TO OTHER COMPANIES**

<u>Date</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Term</u>	<u>Scope</u>
4/17/94	McKenica, a Division of Insilco Corporation	Mando Machinery Corp.	Useful life of Product	World with certain reservations

LICENSES FROM OTHER COMPANIES TO THE BORROWER

NONE

COLUMBUS/75716 01

RECORDED
PATENT & TRADEMARK OFFICE

DEC 15 94

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