

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET

## PATENTS ONLY

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

## 1. Name of conveying party(ies)/Execution Date(s):

OBERG INDUSTRIES, INC.

Execution Date(s): January 1, 2005

Additional name(s) 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 Termination Agreement and Mutual General Release

## 2. Name and address of receiving party(ies)

Seber, Inc.; Sebertech, LLC; SeberGrip,  
Name: LLC; and Brett P. Seber

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

Street Address: \_\_\_\_\_

650 SHERIDAN AVENUE

City: ESCONDIDO

State: CALIFORNIA

Country: United States of America Zip: 92026

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

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

A. Patent Application No.(s)

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

B. Patent No.(s)

6,212,978

6,279,431

Additional numbers attached?

☐ Yes ☒ No

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

Name: Arnold B. Dompieri  
LERNER, DAVID, LITTENBERG,  
KRUMHOLZ & MENTLIK, LLP

Internal Address: Atty. Dkt.:

Street Address: 600 South Avenue West

City: Westfield

State: NJ Zip: 07090

Phone Number: (908) 518-6310

Fax Number: (908) 654-7866

Email Address: adompieri@ldlkm.com

## 6. Total number of applications and patents involved:

2

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 80.00

☐ 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

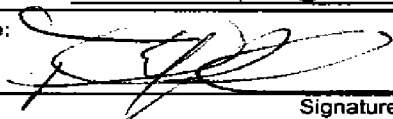
a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 12-1095

Authorized User Name Thomas M. Palisi

## 9. Signature:



Signature

April 27, 2005

Date

Thomas M. Palisi - 36,629

Name of Person Signing

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

5

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CH \$80.00 121095 6212978

**TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE**

**THIS TERMINATION AGREEMENT** ("Agreement") is made as of the 1<sup>st</sup> day of January, 2005, by Oberg Industries, Inc., a Pennsylvania corporation ("Oberg"), and Seber, Inc., a California corporation ("Seber, Inc."), Sebertech, LLC., a California limited liability company, ("SeberTech"), SeberGrip, LLC., a California limited liability company, ("SeberGrip", together with Seber, Inc., and SeberTech, collectively, the "Seber Companies"), and Brett P. Seber, an individual ("Brett P. Seber", together with the Seber Companies, collectively, the "Seber Group").

**WHEREAS**, Oberg is party to various agreements, promissory notes and other instruments with various members of the Seber Group, including without limitation the following: (i) Line of Credit Note dated May 18, 2001, (ii) Joint Venture Agreement dated April 30, 2001, (iii) Partial Collateral Assignment of Patent License dated April 30, 2001, (iv) Manufacturing Requirement Agreement dated April 30, 2001, (v) Marketing and Sales Services Agreement dated April 30, 2001, (vi) Supply Agreement dated April 30, 2001, and all other agreements of any nature by and between Oberg and any member of the Seber Group of every kind and character, including any amendments or substitutions thereto (collectively the "Oberg-Seber Agreements");

**WHEREAS**, the Seber Companies intend to sell substantially all of their assets to I.D.L. Tech Tools, a Delaware limited liability company ("IDL"), pursuant to the terms of an Asset Purchase Agreement by and between IDL and the Seber Companies to be executed at the closing of such sale (the "IDL-Seber Closing");

**WHEREAS**, in connection with the IDL-Seber Closing, Oberg and the Seber Group have agreed to terminate all of the Oberg-Seber Agreements and Oberg has agreed to release and forgive all obligations of the Seber Companies thereunder and to release any and all liens created thereby.

**NOW THEREFORE**, the parties hereto intending hereby to be legally bound and legally bind their respective successors and assigns, do covenant, warrant and agree as follows:

1. The Oberg-Seber Agreements are hereby terminated effective as of the IDL-Seber Closing, and shall be of no further force and effect as of that date. This termination applies to all agreements by and between Oberg and any member of the Seber Group whether or not such agreement is specifically listed above.
2. From and after the IDL-Seber Closing, neither Oberg nor any member of the Seber Group shall have any further obligation to each other under any of the Oberg-Seber Agreements.
3. No further action or writing of any kind is necessary to effectuate the foregoing termination.
4. The parties hereby agree to take any and all actions necessary or desirable and to execute and deliver any and all other documents and instruments that may be necessary to effectuate the transactions contemplated herein.

5. For and in consideration of the mutual release contemplated by the terms of this Agreement, the Seber Group, themselves, and for their present and former representatives, agents, attorneys, predecessors, successors, insurers, administrators, heirs, executors and assigns, hereby release, acquit and forever discharge Oberg, their present and former officers, directors, representatives, agents, employees, attorneys, predecessors, successors, affiliates, subsidiaries, parent, servants, insurers, administrators, executors and assigns, of and from all manner of actions, suits, proceedings, and causes of action, in law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, and of and from all direct or indirect debts, assessments, dues, claims, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, interest payments and expenses, accounts, bills, variances, trespasses, assignments, notes, leases, rights, liabilities, obligations and demands of any kind whatsoever, which any member of the Seber Group ever had, now has, or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement.
6. For and in consideration of the mutual release contemplated by the terms of this Agreement, Oberg, itself, and for its present and former representatives, agents, attorneys, predecessors, successors, insurers, administrators, heirs, executors and assigns, hereby releases, acquits and forever discharges each of the members of the Seber Group, their present and former officers, directors, representatives, agents, employees, attorneys, predecessors, successors, affiliates, subsidiaries, parent, servants, insurers, administrators, executors and assigns, of and from all manner of actions, suits, proceedings, and causes of action, in law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, and of and from all direct or indirect debts, assessments, dues, claims, losses, damages, judgments, executions, defaults, covenants, contracts, controversies, agreements, promises, attorneys' fees, costs, interest payments and expenses, accounts, bills, variances, trespasses, assignments, notes, leases, rights, liabilities, obligations and demands of any kind whatsoever, which Oberg ever had, now has, or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement.
7. This Agreement shall be in all respects interpreted, enforced and governed by and under the laws of the State of New Jersey.
8. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may not be modified in any manner except by a writing jointly signed by the Parties. If any of the provisions or terms of this Agreement shall be held for any reason to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms hereof, and this Agreement shall be construed as if such unenforceable term had never been contained herein.

9. Signatures. Each of the parties hereby declares and represents that in executing this Agreement, it has carefully read the foregoing language, knows and understands the contents hereof, and has freely and voluntarily affixed its signature hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement and Mutual General Release through their duly authorized officers as of the day and year first above written.

OBERG INDUSTRIES, INC.

By: *Robert F. Wagner, Pres.*  
Robert F. Wagner, President

SEBER, INC.

By: \_\_\_\_\_  
Brett P. Seber, President

SEBERTECH, LLC

By: \_\_\_\_\_  
Brett P. Seber, Manager

SEBERGRIP, LLC

By: \_\_\_\_\_  
Brett P. Seber, Manager

\_\_\_\_\_  
Brett P. Seber, Individually

9. Signatures. Each of the parties hereby declares and represents that in executing this Agreement, it has carefully read the foregoing language, knows and understands the contents hereof, and has freely and voluntarily affixed its signature hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Termination Agreement and Mutual General Release through their duly authorized officers as of the day and year first above written.

**OBERG INDUSTRIES, INC.**

By: Bob Wagner, President

**SEBER, INC.**

By: Brett P. Seber, President

**SEBERTECH, LLC**

By: Brett P. Seber  
Brett P. Seber, Manager

**SEBERGRIP, LLC**

By: Brett P. Seber, Manager

  
Brett P. Seber, Individually

termination agreement and mutual general release (oberg) - execution copy.doc

12-25-04

**RECORDED: 04/27/2005**

**PATENT**  
**REEL: 016172 FRAME: 0246**