# **=OP \$520.00 D349**

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest

### **CONVEYING PARTY DATA**

Name	Execution Date
Boatmen's North Iowa	09/21/2005
Boatmen's Bank Iowa, N.A.	09/21/2005

### RECEIVING PARTY DATA

Name:	Alexander Manufacturing Co.	
Street Address:	1511 S. Garfield Place	
City:	Mason City	
State/Country:	IOWA	
Postal Code:	50401	

### PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	D349094
Patent Number:	D349093
Patent Number:	5196779
Patent Number:	4806840
Patent Number:	4749934
Patent Number:	5144248
Patent Number:	5057386
Patent Number:	5229566
Patent Number:	5198314
Patent Number:	D352269
Patent Number:	5314754
Patent Number:	D350328
Patent Number:	5223690

CORRESPONDENCE DATA

PATENT REEL: 016570 FRAME: 0588 Fax Number: (617)951-8736

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

Phone: 617-951-8691

Email: jennifer.kagan@bingham.com

Correspondent Name: Jennifer Kagan

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Address Line 2: 150 Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Jennifer Kagan

Total Attachments: 3

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> PATENT REEL: 016570 FRAME: 0589

# TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE OF PATENT COLLATERAL AGREEMENT, dated as of September 21, 2005, by BANK OF AMERICA, SUCCESSOR TO BOATMEN'S BANK NORTH IOWA and BOATMEN'S BANK IOWA, N.A., a banking corporation with its head office at Bank of America Corporate Center, 100 Tryon Street, Charlotte, North Carolina, as Lender (hereinafter in such capacity, the "Lender") in connection with the Promissory Note (the "Promissory Note") dated on or abour July 8, 1996, from Alexander Manufacturing Co. ("Alexander") to the Lender.

WHEREAS, Alexander entered into a Patent Collateral Agreement, dated on or about July 8, 1996 (the "Patent Agreement"), which Patent Agreement along with certain Uniform Commercial Code financing statements (the "Financing Statements") were recorded on July 12, 1996 with the United States Patent and Trademark Office at Reel 008904, Frame 0025 for the purpose of providing certain patents as collateral security for the payment and performance of certain obligations of Alexander to the Lender;

WHEREAS, pursuant to the Financing Statements and the Patent Agreement, Alexander granted to the Lender a security interest in, and granted, assigned and conveyed to the Lender, by way of collateral security, Alexander's entire right, title and interest in and to, the pledged Patent as assigned in the Patent Agreement;

WHEREAS, the Lender has agreed to terminate and release the Patent Agreement and the Financing Statements and to release all of its right, title and interest in the patents described on Exhibit A herein provided;

NOW, THERFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby terminates and releases the Patent Agreement and the Financing Statements and all the Lender's right, title and interest in and to the pledged patents listed on Exhibit A attached hereto, effective as of the date set forth above.

BANK OF AMERICA, N.A. (successor to Boatmen's Bank North Iowa and Boatmen's Bank N.A.) as Lender

Name: Bruce Matsin

Title: Vice President

### STATE OF IOWA

Carro Gordo Co., ss.

On this 25 day of September, 2005, before me, the undersigned Notary Public, personally appeared the above-named Bruce Matsin proved to me by satisfactory evidence of identification, being (check whichever applies): [] driver's license or other state or federal governmental document bearing a photographic image, [] oath or affirmation of a credible witness known to me who knows the above signatory, or [] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her, as his/her free act and deed, voluntarily for its stated purpose.

Name of Notary Public: Shelley Olive

My Commission Expires: 4-26-6



## EXHIBIT A

<u>Title</u>	Patent No.	<u>Issue Date</u>
Battery housing for a communications transceiver	D349094	7/26/1994
Cellular telephone battery	D349093	7/26/1994
Battery maintenance system	5196779	3/23/1993
Method and apparatus for charging a nickel-cadmium	4806840	2/21/1989
battery Intrinsically safe battery circuit	4749934	6/7/1988
Method and apparatus for measuring the voltage and	5144248	9/1/1992
charge of a battery Seal for cells containing alkaline electrolyte	5057386	10/15/1991
Process and apparatus for spot- welding a flexible welding	5229566	7/20/1993
board to a battery cell Seals for cells containing alkaline electrolyte	5198314	3/30/1993
Cellular telephone battery	D352269	11/8/1994
Starch derived shaped articles	5314754	5/24/1994
Cellular telephone battery	D350328	9/6/1994
Process and apparatus for spot- welding a flexible welding board to a battery cell	5223690	6/29/1993

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**RECORDED: 09/23/2005** 

**PATENT REEL: 016570 FRAME: 0592**