

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
The Governor and Company of the Bank of Scotland	08/19/2005
RECEIVING PARTY DATA	
Name:	Sponge-Cushion, Inc.
Street Address:	902 Armstrong Street
City:	Morris
State/Country:	ILLINOIS
Postal Code:	60450
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5116439
CORRESPONDENCE DATA	
Fax Number:	(312)840-7884
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 840-7860
Email:	mmurphy@jenner.com
Correspondent Name:	Mariann R. Murphy
Address Line 1:	One IBM Plaza
Address Line 2:	Jenner & Block LLP
Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	45092-10019
NAME OF SUBMITTER:	Mariann R. Murphy

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Total Attachments: 11  
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CERTIFIED TRUE COPY  
*Norton Rose*  
NORTON ROSE  
KEMPSON HOUSE  
CAMOMILE STREET  
LONDON EC3A 7AN  
*23 August* DATE *2005*

Dated 19 August 2005

THE COMPANIES (1)  
as listed in Schedule 1

and

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (2)  
as Security Trustee

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DEED OF RELEASE

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 NORTON ROSE

## Contents

Clause	Page
1 Definitions and Interpretation .....	1
2 Release .....	1
3 Further Assurance .....	1
4 Third Parties .....	2
5 Costs and Expenses .....	2
6 Counterparts .....	2
7 Governing Law .....	2
Schedule 1 Companies and Security Documents to be released .....	3
Schedule 2 Properties to be released .....	5
Schedule 3 Satisfaction of Mortgage .....	6
Schedule 4 Release of Mortgage .....	8

THIS DEED OF RELEASE is made on 19 August 2005 BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (each a "Chargor" and together the "Chargors"); and
- (2) THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND as security trustee (the "Security Trustee").

**WHEREAS:**

- (A) The Chargors have granted certain security to the Security Trustee pursuant to the Security Documents (as defined below). The Security Trustee has agreed that the security created by the Security Documents is to be released.
- (B) It is the intention of the parties that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**NOW THIS DEED WITNESSES** as follows:

## **1 Definitions and Interpretation**

### **1.1** In this Deed:

"**Mezzanine Facilities Agreement**" means the £6,000,000 mezzanine loan facility dated 15 May 2002 between, among others, Interfloor Holdings Limited (as principal borrower), Interfloor Group Limited (as parent), and The Governor and Company of the Bank of Scotland (as lender, agent and the security trustee);

"**Release of Mortgage**" means the release of mortgage set out in Schedule 4;

"**Security Documents**" means the security documents as outlined in Schedule 1;

"**Senior Facilities Agreement**" means the £44,000,000 committed facilities dated 15 May 2002 between, among others, Interfloor Holdings Limited (as principal borrower), Interfloor Group Limited (as parent) and The Governor and Company of the Bank of Scotland (as lender, agent and the security trustee);and

"**Satisfaction of Mortgage**" means the satisfaction of mortgage set out in Schedule 3.

### **1.2** References in this Deed to documents shall include all amendments and supplements to such documents prior to the date hereof.

### **1.3** The provisions of clause 1.2 (*Interpretation*) of the Senior Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Senior Facilities Agreement (in clause 1.2 (*Interpretation*) of the Senior Facilities Agreement) are to be construed as references to this Deed.

## **2 Release**

The Security Trustee hereby releases and discharges absolutely the security created by each Chargor under the Security Documents, including the property listed in Schedule 2, to hold the same free from all security interests created by it under the Security Documents together with any other security created pursuant to the Senior Facilities Agreement or the Mezzanine Facilities Agreement.

## **3 Further Assurance**

The Security Trustee agrees to execute and deliver to the Chargors (or as it may direct), at the reasonable request and expense of the Chargors, all such instruments, forms or documents and

do such other things as may be necessary to give effect to the provisions of this Deed (including the Release of Mortgage and Satisfaction of Mortgage).

#### **4 Third Parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999, no provision of this Deed is enforceable by a person who is not a party to this Deed.

#### **5 Costs and Expenses**

The Chargors agree to indemnify the Security Trustee for all costs, charges and liabilities (including all professional fees and disbursements and value added tax and/or any similar tax) properly incurred in connection with the preparation and/or execution of this Deed and all related matters and the Security Trustee is hereby authorised to debit any accounts of the Chargors held with the Security Trustee with the amount of such costs, charges and liabilities.

#### **6 Counterparts**

This Deed may be executed in a number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

#### **7 Governing Law**

This Deed shall be governed by and construed in accordance with English law.

**IN WITNESS** whereof this Deed has been entered into the day and year first above written.

**Schedule 1**

**Companies and Security Documents to be released**

Company/Chargor	Security Document
Interfloor Group Limited (company number 4417189)	(1) Composite Guarantee and Debenture dated 15/5/2002  (2) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.
Interfloor Holdings Limited (company number 4425809)	(1) Composite Guarantee and Debenture dated 15/5/2002  (2) Assignment of Insurance Policies dated 8/10/2004  (3) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.
Duralay International Holdings Limited (company number 3189091)	(1) Composite Guarantee and Debenture dated 15/5/2002  (2) Pledge Agreement of Shares in Duralay USA Inc., dated 15/5/2002  (3) Guarantee and Security Interest Agreement relating to shares in Prestbury Properties Limited dated 15/5/2002  (4) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.
Interfloor Investments Limited (formerly Interfloor Limited) (company number 4407328)	(1) Composite Guarantee and Debenture (partially satisfied) dated 15/5/2002  (2) Standard Security over two areas of ground situated at Heathhall in the County of Dumfries in Scotland dated 15/05/02  (3) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.
Interfloor Limited (formerly Duralay Limited) (company number 162988)	(1) Composite Guarantee and Debenture (partially satisfied) dated 15/5/2002  (2) Legal Charge dated 15/5/2002  (3) Mortgage, Security Agreement and Assignment of Rents over the property situated in the State of Florida, USA known as 4919 Dunmore Lane, Kissimmee, Florida 347746 dated 15/5/2002  (4) Mortgage recorded in the Clerk of the Circuit Court of Osceola County, State of Florida,

	<p>Document O.R. Book 2082, Page 245</p> <p>(5) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.</p>
Duralay USA, Inc.	<p>(1) Pledge Agreement of shares in Sponge Cushion Inc., dated 15/5/2002</p> <p>(2) UCC-1 Financing Statement originally filed on 20/5/02 in the State of Delaware</p> <p>(3) Guaranty agreement dated 15/5/2002</p> <p>(4) Security agreement dated 15/5/2002</p> <p>(5) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.</p>
Sponge-Cushion, Inc.	<p>(1) Mortgage dated May 15, 2002 and recorded on May 29, 2002, in the Recorder's Office of Grundy County, Illinois, as Document No. 40333</p> <p>(2) UCC-1 Financing Statement filed in the State of Illinois</p> <p>(3) Guaranty agreement dated 15/5/2002</p> <p>(4) Security agreement dated 15/5/2002</p> <p>(5) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.</p>
Presbury Properties Limited (Jersey)	<p>(1) Composite Guarantee and Debenture dated 15/5/2002</p> <p>(2) Inter-Creditor Deed between each Charging Company and others and the Security Trustee dated 15/05/2002.</p>



## Schedule 2

### Properties to be released

- 1 Two areas of ground, one generally to the north-west of the A701 Edinburgh-Dumfries Road and one generally south-east of A701 Toad at Heathall, Parish and County of Dumfries.
- 2 The freehold and leasehold property known as Knowsley Road and Broadway, Rossendale Burnley registered at HM Land Registry under title number LA727982.
- 3 The freehold property on the north-east side of Knowsley Road Haslingden, Rossendale registered at HM Land Registry under title number LA913212.
- 4 The leasehold property on the north-east side of Knowsley Road Haslingden, Rossendale registered at HM Land Registry under title number LA915709.
- 5 The property situated in the State of Florida, County of Osceola, USA at 4919 Dunmore Lane, Kissimmee, Florida, 347746.
- 6 The property situated in the State of Illinois, County of Grundy, USA at 902 Armstrong Street, Morris, Illinois, 60450.

### Schedule 3

### Satisfaction of Mortgage

**PREPARED BY AND RETURN TO:**

**JULIE M. MANDANAS, ESQ.  
JENNER & BLOCK LLP  
ONE IBM PLAZA  
CHICAGO, IL 60611**

### **SATISFACTION OF MORTGAGE**

The name of each person who executed, witnessed, or notarized this document must legibly be printed, typewritten or stamped immediately beneath the signature of such person.

**KNOWN ALL MEN BY THESE PRESENTS:**

That **The Governor and Company of the Bank of Scotland**, the owner and holder of a certain mortgage deed executed by **Duralay, Ltd, a company existing under the laws of England and Wales**, recorded in O.R. Book 2082, Page 245, in the office of the Clerk of the Circuit Court of OSCEOLA COUNTY, State of Florida, securing that certain note in the original principal sum of One Hundred Eighty Seven Thousand Five Hundred and No/100ths Dollars (\$187,500.00), and certain promises and obligations set forth in said mortgage, upon the property situate in said State and County described as follows, to wit:

**Lot 58, BAY POINTE PHASE I, according to the Plat thereof as recorded in Plat Book 6, Pages 179 and 180, Public Records of Osceola County, Florida.**

hereby acknowledges full payment and satisfaction of said note and mortgage and surrenders the same as canceled and hereby directs the Clerk of the Circuit Court to cancel the same of record.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Satisfaction of Mortgage is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

WITNESS:

THE GOVERNOR AND COMPANY OF  
THE BANK OF SCOTLAND

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

*NOT, NEGATED*  
*G. Rickdale*  
*11/08/05*

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_ (Title) of The Bank of Scotland, on behalf of the said Governor and Company of Bank of Scotland, and who is: \_\_\_\_\_ personally known to me; or who has produced \_\_\_\_\_ as identification.

Notary Public  
Print Name: \_\_\_\_\_

My Commission expires:

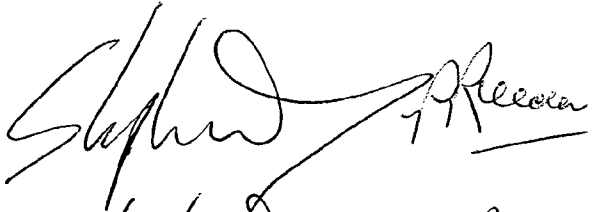
SEAL

**Schedule 4**

**Release of Mortgage**

Chargors

EXECUTED and DELIVERED as a DEED  
for and on behalf of  
INTERFLOOR GROUP LIMITED by

)  
)  
)  Stephen Preece

EXECUTED and DELIVERED as a DEED  
for and on behalf of  
INTERFLOOR HOLDINGS LIMITED by

)  
)  
)  Stephen Preece

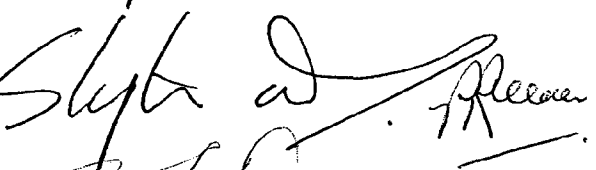
EXECUTED and DELIVERED as a DEED  
for and on behalf of  
DURALAY INTERNATIONAL HOLDINGS LIMITED by

)  
)  
)  Stephen Preece

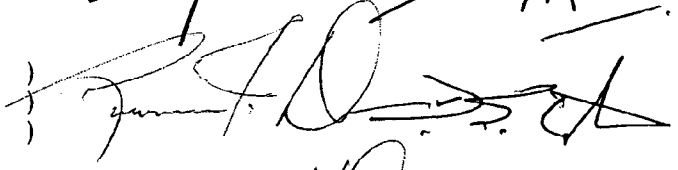
EXECUTED and DELIVERED as a DEED  
for and on behalf of  
INTERFLOOR INVESTMENTS LIMITED by

)  
)  
)  Stephen Preece

EXECUTED and DELIVERED as a DEED  
for and on behalf of  
INTERFLOOR LIMITED by

)  
)  
)  Stephen Preece

EXECUTED and DELIVERED as a DEED  
For and on behalf of  
DURALAY USA INC. by

)  
)  
)  James F. Deane

EXECUTED and DELIVERED as a DEED  
For and on behalf of  
SPONGE-CUSHION INC. by

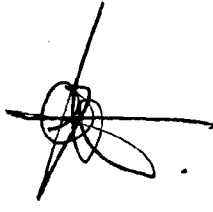
)  
)  
)  James F. Deane

EXECUTED and DELIVERED as a DEED  
For and on behalf of  
PRESBURY PROPERTIES LIMITED (JERSEY) by

)  
)  
)  James F. Deane

Security Trustee

EXECUTED and DELIVERED as a DEED  
for and on behalf of  
THE GOVERNOR AND COMPANY OF THE BANK  
OF SCOTLAND by:

)  
)  
)  G. KASDALE