

Recordation Form Cover Sheet **PATENTS ONLY**

Attorney's Docket No. 1030705-000176

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REPLY TO NOTICE OF NON-RECORDATION

Document ID No.: 700317881A

1. Name of conveying party(ies):

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- 2) BNP Paribas (Suisse) SA
- 3) IKB Deutsche Industriebank AG
- 4) KBC Bank Deutschland AG
- 5) SEB AG / SEB Merchant Banking
- 6) Thurgauer Kantonalbank
- 7) Bank Linth
- 8) Credit Suisse
- 9) Investkredit Bank AG
- 10) Migrosbank

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

Uster Technologies AG
 Wilstrassell, CH-8610 Uster, Switzerland

3. Nature of Conveyance/Execution Date(s):

Execution Date(s): January 23, 2007 (Execution date for all conveying parties 1-10)

- | | |
|--|--|
| ☐ Assignment | ☐ Executive Order 9424 Confirmatory License |
| ☐ Security Agreement | ☐ Merger |
| ☐ Joint Research Agreement | ☐ Change of Name |
| ☒ Other: Release of Security Interest | |
| ☒ Other: <u>Reply to Doc. No. 700317881A (Providing execution date of conveying parties)</u> | |

4. Application or patent number(s):

A. Patent Application No.(s)

B. Patent No.(s)

4,948,260	5,775,085
4,864,853	5,768,938
5,146,550	6,244,030
5,074,480	5,235,852
5,054,317	6,374,152
5,671,061	6,346,819
5,050,437	6,422,072

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

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

Name: James A. LaBarre

Address: **Buchanan Ingersoll & Rooney PC**
Customer Number 21839
P.O. Box 1404
Alexandria, VA 22313-1404

**Recordation Form Cover Sheet
PATENTS ONLY****Attorney's Docket No. 1030705-000176****6. Total number of applications and patents involved: 14****7. Total fee (37 CFR 1.21(h) & 3.41) \$
Previously Authorized**☐

Authorized to be charged by credit card. PTO Form 2038 attached.

☒

NONE – Previously authorized to be charged to deposit account 02-4800 on March 29, 2006 recordation request

☐

Enclosed.

☐

None required (gov't interest not affecting title)

8.**Signature:**

Signature

28632

Reg. No.

May **2**, 2007

Date

James A. LaBarre

Name of Person Signing

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

27

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4/8/2007 11:14:14 AM PAGE 3/015 Fax Server

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703 836 7419 P.01/13

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Page 1 of 2

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PATENTS ONLY

Attorney's Docket No. 1030705-000176

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- 9) Investcredit Bank AG
- 10) Migrosbank

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

Uster Technologies AG
Wilstrassell, CH-8610 Uster, Switzerland

3. Nature of Conveyance/Execution Date(s):

Execution Date(s): January 23 and January 31, 2007

- | | |
|--|--|
| ☐ Assignment | ☐ Executive Order 9424 Confirmatory License |
| ☐ Security Agreement | ☐ Merger |
| ☐ Joint Research Agreement | ☐ Change of Name |
| ☐ Government Interest Agreement | |
| ☒ Other: <u>Release of Security Interest</u> | |

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4,948,260	5,775,085
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Page 2 of 2

**Recordation Form Cover Sheet
PATENTS ONLY**

Attorney's Docket No. 1030705-000176

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 560

☐

Authorized to be charged by credit card. PTO Form 2038 attached.

☒

Authorized to be charged to deposit account 02-4800

☐

Enclosed.

☐

None required (gov't interest not affecting title)

8.

Signature:


Signature

28632

Reg. No.

March

, 2007

Date

James A. LaBarre
Name of Person Signing

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

13

RELEASE OF SECURITY INTEREST

WHEREAS, by virtue of a Pledge Agreement in respect of Intellectual Property, dated January 21, 2003, between Uster Technologies AG, having a place of business at Wilstrassell, CH-8610 Uster, Switzerland ("Pledgor"), UBS AG, having a place of business at Bahnhofstrasse 45, 8001 Zurich, Switzerland ("Agent") and certain Secured Parties set forth in Schedule 2 of the Pledge Agreement, a copy of which is appended hereto ("Pledgees"), Pledgor established a first ranking pledge over Intellectual Property Rights in favor of Pledgees as security for the fulfillment of Secured Obligations defined in the Pledge Agreement, which Intellectual Property Rights are identified in Schedule 1 of the Pledge Agreement, a copy of which is appended hereto;

WHEREAS the pledge of the security interest is no longer needed by Pledgees;

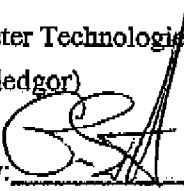
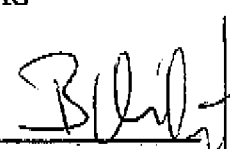
AND WHEREAS Pledgor is desirous of terminating the pledge and obtaining a release of the security interest held by Pledgees, and Pledgees are willing to provide such a release and terminate the pledge;

NOW THEREFORE the Pledgor, Agent and Pledgees hereby agree as follows:

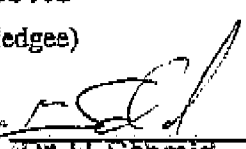
1. The pledge established in the Pledge Agreement of January 21, 2003 is hereby terminated;
2. Pledgees release their security interest in the Intellectual Property Rights identified in Schedule 1 appended hereto; and
3. Pledgees hereby disclaim any other rights in said Intellectual Property Rights that they may have been able to claim under the terms and conditions of the Pledge Agreement of January 21, 2003.

IN WITNESS THEREOF, the parties to this agreement have set their signatures below, by their authorized representatives:

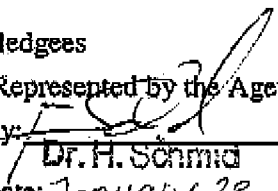
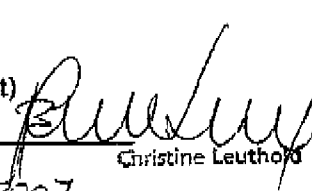
Uster Technologies AG
(Pledgor)

By:  
Dr. Geoffrey Scott, CEO Barbara Müller-Jucker, CFO
Date: January 23, 2007

UBS AG
(Pledgees)

By:  
Dr. H. Schmid Christine Leuthold
Date: January 23, 2007

Pledgees
(Represented by the Agent)

By:  
Dr. H. Schmid Christine Leuthold
Date: January 23, 2007

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- 6 -

Schedule 1Intellectual Property RightsPatents

ZU-No.	Official Patent No.	Country	Priority	Status	Expiry
4NE/103	US 4948260 EP 236843 JP 1957896	USA EP (DE, CH, BE, FR, IT) JP	CH 17.12.85 CH 17.12.85	granted granted granted	2007 2005 2006
4RA/106	US 4864853 EP 252952 JP 2593326	USA EP (BE, DE, FR, GB, IT, CH) JP	CH 16.1.86 CH 16.1.86	granted granted granted	2004 2006 2007
4PG/111	US 5146550 CH 672931 EP 249741 JP 2082602 CN 15302 IN	USA CH EP (BE, DE, FR, GB, IT) JP CN IN	CH 21.5.86 CH 21.5.86	granted granted granted granted granted filed	2004 2006 2006 2007 2003
4PG/129	EP 241894 CN 15413 IN 179584 JP 2552131	EP (CH, BE, DE, FR, GB, IT) CN IN JP	ZA 15.4.86	granted granted granted granted	2006 2002 2005 2007
4GR/135	US 5074480 CH 675132 EP 307644 JP 2707110	USA CH EP (BE, DE, IT) JP	CH 1.9.87 CH 1.9.87	granted granted granted granted	2008 2007 2007 2008
4PG/165	US 5054317 CH 678172 EP 401600 CN 23698 IN 174749 JP 2869744	USA CH EP (BE, DE, FR, IT) CN IN JP	CH 7.6.89 CH 7.6.89	granted granted granted granted granted granted	2008 2009 2009 2005 2004 2010
4PG/166	US 5050437 CH 678764 CN 24095 EP 403988 IN 176770 JP 2844384	USA CH CN EP (BE, DE, FR, GB, IT) IN JP	CH 20.6.89 CH 20.6.89	granted granted granted granted granted granted	2008 2009 2005 2009 2004 2010
4PG/227	US 5671061 CH 684129 EP 578975 CN 45525 IN 181245 JP 2747451*	USA CH EP (BE, DE, FR, GB, IT) CN IN JP	CH 18.6.92 CH 18.6.92	granted granted granted granted granted granted	2015 2012 2012 2013 2007 2012

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No.	Official Patent No.	Country	Priority	Status	Expiry
4GR/288	US 5775085 CN 83830 EP 754788 IN 1083/MAS/96 JP 183920/96	USA CN EP (CH, BE, DE, FR, IT) IN JP	US 19.7.95 CH 19.7.95	granted granted granted filed filed	2015 2016 2015
4GR/291	US 5768938 EP 761585 CN 83678 IN1324/MAS/97	USA EP (CH, DE, FR, IT) CN IN	CH 6.9.95 CH 6.9.95	granted granted granted filed	2016 2015 2016
4PF/297	US 6244030 EP 891436 CN 82113 JP 533897/1997 IN 529/MAS/97	USA EP (CH, BE, DE, FR, IT) CN JP IN	CH 27.3.96 CH 27.3.96	granted granted granted filed filed	2017 2016 2017
4GR/305	US 5235852 EP 381717	USA EP (CH, DE)	CH 3.8.88 CH 3.8.88	granted granted	2012 2009
4GR/306	US 6374152 EP 98106399.3 CN 98107961.X IN 647/MAS/98 JP 135842/1998	USA EP (CH, BE, DE, IT) CN IN JP	CH 23.4.97 CH 23.4.97	granted filed filed filed filed	2016
4GR/331	US 6346819 EP 98123333.1 CN 98125440.3 IN 2621/MAS/98 JP 377809/1998	USA EP (CH, BE, DE, FR, IT) CN IN JP	CH 18.12.97 CH 18.12.97	granted filed filed filed filed	2017
4GR/334	US 6422072 EP 99105358.8 CN 99105895 IN 2111/MAS/99 JP 105669/1999	USA EP (CH, BE, DE, FR, IT)	CH 25.3.98 CH 25.3.98	granted filed filed filed	2019

* Patent in joint-ownership. As of closing, no sole ownership of Uster Technologies AG.
Consent of third parties to assignment has not yet been provided.

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12.12.98

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- 8 -

Beschreibung der Patente:

- No. 24 Gerät zum Testen des automatischen Faserbundes.
- No. 103 Vorrichtung zur Messung der Haarigkeit eines Garnes.
- No. 106 Vorrichtung zum Messen der Banddicke von Faserbändern.
- No. 111 Verfahren zur Ausgabe von Messergebnissen in graphischer Form bei Prüfgeräten für textiles Prüfgut.
- No. 129 Vorrichtung und Verfahren zum Testen von Garn.
- No. 135 Verfahren und Vorrichtung zur Ermittlung der Garngeschwindigkeit an Textilmaschinen.
- No. 165 Vorrichtung zur Überwachung und/oder Messung von Parametern eines laufenden, faden- oder drahtartigen Prüfguts und Verfahren zum Betrieb der Vorrichtung.
- No. 166 Vorrichtung zur Bestimmung von Festigkeitseigenschaften von langgestrecktem, textilem Prüfgut.
- No. 227 Verfahren und Vorrichtung zur Beurteilung der Auswirkung von Garnfehlern auf Gewebe oder Gewirke.
- No. 229 Gerät zur Kontrolle der Verunreinigung in einer Faserprobe.
- No. 242 Kontinuierliche zweidimensionale Überwachung von dünnem Gewebe textilen Materials.
- No. 246 Vorrichtung und Verfahren zur Messung und Klassifizierung allgemein noppenartigen Körper in Faserproben
- No. 288 Verfahren und Vorrichtung zur Vermeidung von Masseschwankungen in Fasermaterial.
- No. 291 Garnsensor.
- No. 297 Verfahren und Vorrichtung zur Qualitätsüberwachung von Garnen.
- No. 305 Verfahren zur Messung der Garnfestigkeit.
- No. 306 Verfahren und Vorrichtung zum Reinigen von Garnen.
- No. 331 Messgeräte und Vorrichtungen für die Bestimmung von Fremdstoffen in Testmaterialien.
- No. 334 Vorrichtung zum Messen von Eigenschaften eines längsbewegten Prüfguts.

The pledge of the above patents in favour of the Secured Parties under this Agreement shall be registered with the competent offices or registries, as applicable, in the following countries:

Switzerland, European Union (EP), United States, Canada, India

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Trademarks

Trademark	Country	Reg.No.	Class/es	Expiry Date
USTER	International Registration - Algeria - Armenia - Austria - Benelux - Belarus - Bulgaria - China - Croatia - Egypt - France - Germany - Hungary - Italy - Kazakhstan - Liechtenstein - Moldova - Morocco - Portugal - Romania - Russia - Slovakia - Slovenia - Spain - Sudan - Tajikistan - Ukraine - Uzbekistan - Yugoslavia	IR 567217	9, 16	2011
USTER	International Registration - Austria - Benelux - Bosnia - Croatia - Czech Republic - Egypt - France - Germany - Hungary - Italy - Liechtenstein - Monaco - Morocco - Portugal - Romania - San Marino - Slovakia - Slovenia - Spain - Vietnam - Yugoslavia	2R 233076	7, 9, 10, 11	2010

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Trademark	Country	Reg.No.	Class/es	Expiry Date
USTER	Argentina	1162739	7	2008
		1664747	9	2008
USTER	Australia	655952	7,9,16,37,41,42	2005
USTER	Brazil	815803621	37,42	2012
		815803630	40,25/55	2003
		750038969	9,10	
USTER	Canada	211737		2006
USTER	Chile	489,419	7,9	2007
USTER	Colombia	89189	7	2012
		89190	9	2012
USTER	Costa Rica	50588	7	2012
USTER	Ecuador	55672	41	2006
		55674	16	2007
		55675	42	2008
		55676	37	2008
		55677	7	2008
		55678	9	2009
		77674	9	2008
USTER	El Salvador	155	31	2008
		299	22A	2005
USTER	Finland	74321	7,9	2010
USTER	Germany	2910695	9,16,37,41,42	2005
	Ex DDR	697396	23	2005
USTER	Great Britain	B810808	7	2005
		1457408	9	2008
USTER	Greece	54165	7	2005
		103420	9,16	2011
USTER	Guatemala	9603212	9	2009
		9603213	16	2009
		9603215	7	2008
		9603216	37	2008
		39733	41	2007
		36681	42	2007
USTER	Hong Kong	1977B0618	7	2009
		1977B0619	9	2009
USTER	India	280839B	7	2007
		280841B	9	2007
		547496	9	2009
USTER	Indonesia	390873	7	2007
USTER	Iran	42600	7,9	2005
USTER	Ireland	176556	7,9,16	2012
		88797	9	2009
USTER	Israel	40159	7	2009
		40160	9	2009
		97594	16	2016
		97595	37	2016
		97596	41	2016
		97597	42	2016
		97640	7	2016
		97641	9	2016

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Trademark	Country	Reg.No.	Class/es	Expiry Date
USTER	Japan	1333469	11	2008
		1350385	9	2008
		1407003	11	2010
		2724113	11	2008
USTER	Kenya	21664	7	2010
		21665	9	2010
USTER	Korea	48433	39	2007
		49933	34	2007
USTER	Malaysia	M/67538	9	2010
		M/67539	7	2010
USTER	Mexico	195317	21	2005
USTER	Nigeria	25098	9	2010
		25101	7	2010
USTER	New Zealand	B110684	7	2010
		B110685	9	2010
USTER	Pakistan	61559	9	2011
		61560	7	2011
		110140	9	2011
		110149	16	2011
USTER	Peru	037482	9	2006
USTER	Philippines	26550	20,27	2004
USTER	Poland	49875	7,9	2010
USTER	Singapore	63080	7	2006
		63081	9	2006
USTER	South Africa	B74/6631	7	2004
		B74/6632	9	2004
USTER	Sweden	113022	9	2005
		309581	7,9,16,37,41,42	2006
USTER	Switzerland	377.963	9,16	2009
		425.977	9,7,16,37,41,42	2005
		306.359	7,9	2010
USTER	Taiwan	531825	49	2011
		542343	72	2011
		81033	79	2006
		81099	92	2006
USTER	Thailand	KOR145267	16	Renewed
		KOR147074	9	Renewed
		KOR25951	7	2005
		KOR26760	9	2005
		KOR143523	11	Renewed
USTER	Turkey	128069	9,16	2011
		176383	37,41,42	2006
		176403	37,41,42	2006
USTER	Turkey	176510	37,41,42	2006
		176515	37,41,42	2006
USTER	USA	1189773	7	2012
		1738081	9,16	2002
USTER	Venezuela	83.342-F	26	2006
USTER	Zimbabwe	959/74	7	2004
USTER	Zimbabwe	970/74	9	
FABRICCLASS	China	1367363	9	2009
		1373732	16	2009
		1347985	42	2009

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 10/7/11

Trademark	Country	Reg.No.	Class/es	Expiry Date
FABRICCLASS	India	814527	9	2008
		814528	16	2008
FABRISCAN	China	1347986	9	2010
		1384325	16	2010
FABRISCAN	India	814530	9	2008
Picture, Scale	International Registrations	IR 688666	9,16	2008
	- China	IR 688712	9,16	2008
	- Germany	IR 688713	9,16	2008
	- Spain	IR 688714	9,16	2008
	- France	IR 688715	9,16	2008
	- Italy			
	- Great Britain			
Picture, Scale	India	770683 (Appl.)	16	2008
		770685 (Appl.)	9	2008
		770686 (Appl.)	16	2008
		770687 (Appl.)	9	2008
		770688 (Appl.)	16	2008
		770689 (Appl.)	9	2008
		770690 (Appl.)	16	2008
		770691 (Appl.)	9	2008
		770692 (Appl.)	16	2008
		770693 (Appl.)	9	2008
Picture, Scale	Switzerland	449,967	9,16	2008
		449,969	9,16	2008
		449,968	9,16	2008
		449,970	9,16	2008
		449,966	9,16	2008
QUALIPROFILE	China	1241055	9	2009
QUALIPROFILE	India	768736	9	2008
LVI	China	1191624	9	2008
LVI	India	749424 (Appl.)	9	2008
SLIVERVIEW	China	1175279	9	2008
SLIVERVIEW	India	738121 (Appl.)	9	2008
SLIVERGUARD	India	738188 (Appl.)	9	2008
SLIVERDATA	China	1175276	9	2008
SLIVERDATA	India	738116 (Appl.)	9	2008
SLIVERCONTROL	India	738185 (Appl.)	9	2008
SLIVERALARM	China	1175281	9	2008
SLIVERALARM	India	738109 (Appl.)	9	2008
OPTISCAN	China	1195357	9	2008
OPTISCAN	India	738184 (Appl.)	9	2008
PEYER	China	950004102	9	2005
RINGVIEW	China	1175278	9	2008
RINGVIEW	India	738115 (Appl.)	9	2008
ROTORDATA	China	1175283	9	2008
ROTORDATA	India	738114 (Appl.)	9	2008
RINGDATA	China	1175284	9	2008
RINGDATA	India	738120 (Appl.)	9	2008
POLYMATIC	China	1211099	9	2008
POLYMATIC	India	434375B	9	2008
POLYGUARD	China	1211100	9	2008
POLYGUARD	India	434310B	9	2006

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mark	Country	Reg.No.	Class/es	Expiry Date
ONEDATA	China	1175282	9	2008
ONEDATA	India	738117 (Appl.)	9	2008
TENSORAPID	China	1175280	9	2008
TENSORAPID	India	738112 (Appl.)	9	2008
TENSOKID	China	1195358	9	2008
TENSOKID	India	738108 (Appl.)	9	2008
EXPERT	India	749427 (Appl.)	9	2008
AUTOSORTER	India	738110 (Appl.)	9	2008
HVI	China	1173557	9	2008
HVI	India	749428 (Appl.)	9	2008
FL 100	India	749425 (Appl.)	9	2008
FIBROSAMPLER	China	1195356	9	2008
FIBROSAMPLER	India	738186 (Appl.)	9	2008
FIBROGRAPH	China	1173559	9	2008
FIBROGRAPH	India	738187 (Appl.)	9	2008
AL 100	India	749426 (Appl.)	9	2008
AFIS	International Registration - China - Germany - Egypt - Spain - Italy - Portugal - Russia - Sudan	IR 596252	9	2012
AFIS	India	590009	9	2005
TENSOJET	International Registration - Austria - Benelux - China - Czech Republic - Germany - Egypt - Spain - France - Hungary - Italy - Morocco - Portugal - Slovak Republic - Russia	IR 594497	9	2012
TENSOJET	India	582760	9	2006

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105-71

Trademark	Country	Reg.No.	Class/es	Expiry Date
USTER CLASSIMAT	International Registration - Algeria - Austria - Benelux - Bulgaria - Czech Republic - Egypt - France - Germany - Hungary - Italy - Liechtenstein - Morocco - Portugal - Spain - Switzerland - Romania - Russia - Yugoslavia	IR 526277	9	2008
USTER CLASSIMAT	China	1195365	9	2008
USTER CLASSIMAT	India	738122 (Appl.)	9	2008
USTER CLASSIMAT	Switzerland	360.530	9	2008
USTER CLASSIMAT	United Kingdom	955319	9	2005

The pledge of the above trademarks in favour of the Secured Parties under this Agreement shall be registered with the competent offices or registries, as applicable, in the following countries:

Switzerland, France, Germany, Great Britain, Italy, United States, Canada

European Union (as applicable)

celigene data/aster technologies ag/pledge agreement ip usg 12020311 doc (en)

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P. 12/27

Schedule 2List of Secured Parties

- UBS AG, Zurich
- BNP Paribas (Suisse) SA, Geneva
- IKB Deutsche Industriebank AG, Frankfurt a. Main
- KBC Bank Deutschland AG, Bremen
- SEB AG / SEB Merchant Banking, Frankfurt a. Main
- Thurgauer Kantonalbank, Weinfelden
- Bank Linth, Uznach
- Credit Suisse, Zurich
- Investkredit Bank AG, Branch Frankfurt, Frankfurt a. Main
- Migrosbank, Zurich

Amliche Beglaubigung

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Zürich 7, den 27. Mai 2003

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Begl. 50.-

Andreas Mohl, Notar-Stellv.

Handwritten initials: W.S.H. and other marks.

einige andere Kopie/edge agreement to 250303:1 das (a)