# 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
CIT Group/Business Credit, Inc.	08/08/2008

### **RECEIVING PARTY DATA**

Name:	Delair L.L.C.
Street Address:	8600 River Road
City:	Delair
State/Country:	NEW JERSEY
Postal Code:	08110

### PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5649780
Patent Number:	5715574
Patent Number:	6375166
Patent Number:	D402043

## CORRESPONDENCE DATA

Fax Number: (312)456-8435

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ATTORNEY DOCKET NUMBER:	113943.DELAIRPAT
NAME OF SUBMITTER:	Howard E. Silverman

PATENT REEL: 022034 FRAME: 0180

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Total Attachments: 3 source=ReleaseSecurityDelairPat#page1.tif source=ReleaseSecurityDelairPat#page2.tif source=ReleaseSecurityDelairPat#page3.tif

PATENT REEL: 022034 FRAME: 0181

#### RELEASE OF PATENTS

THIS RELEASE OF PATENTS is dated as of August 5, 2008 by The CIT Group/Business Credit, Inc. ("Secured Party").

WHEREAS, Secured Party and Delair L.L.C., a New Jersey limited liability Company ("Grantor"), entered into that certain Patent Security Agreement, dated as of December 30, 2003 (the "Patent Security Agreement");

WHEREAS, the Patent Security Agreement granted Secured Party a security interest in, among other things, certain Patents, Patent registrations and Patent applications ("Patents"), including, without limitation, the Patents listed on <u>Schedule 1</u> attached hereto as security for certain obligations of Grantor to Secured Party (the "Obligations");

WHEREAS, Secured Party recorded the Patent Security Agreement on January 8, 2004 at Reel 014852, Frame 0219; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Secured Party release its security interests in the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

Secured Party hereby fully releases and terminates its security interests in and liens on the Patent Collateral (as defined in the Patent Security Agreements), including:

- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Patents which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Patents have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Grantor's business connected with or symbolized by Patents; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Patents or of any license with respect thereto.

Secured Party further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Patents.

NJ 226.449.547v1

IN WITNESS WHEREOF, Secured Party has caused this Release of Patents to be duly executed as of the day and year first above written.

SECURED PARTY:

The CIT Group/Business Credit, Inc.

By: Value Low Title: Value Low

## Schedule I to Release of Patents

Patent Number	Owner
5649780	Delair Group Incorporated
5715574	Delair Group LLC
6375166	Delair Group Inc
D402043	Detair Group LLC

NJ 226,449,147v1

**RECORDED: 12/29/2008** 

PATENT REEL: 022034 FRAME: 0184