

## 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
Webster Bank,National Association	09/30/2008

## RECEIVING PARTY DATA

Name:	Kan-Pak, LLC
Street Address:	1016 South Summit
City:	Arkansas City
State/Country:	KANSAS
Postal Code:	67005

## PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	29152644
Application Number:	09814081
Application Number:	09650586

## CORRESPONDENCE DATA

Fax Number: (314)259-2020

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

Email: ncollora@bryancave.com

Correspondent Name: Daniel A. Crowe

Address Line 1: 211 North Broadway, Ste 3600

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:

0225561

NAME OF SUBMITTER:

Daniel A. Crowe

Total Attachments: 5

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PATENT

REEL: 022256 FRAME: 0247

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CH \$120.00 29152644



**Webster Bank, National Association  
CityPlace II 5<sup>th</sup> Floor  
Hartford, CT 06102**

**PAYOFF LETTER**

September 30, 2008

Kan-Pak, LLC  
KPHC, LLC  
Dennis Cohlmlia  
George S. Cohlmlia  
Janet Cohlmlia  
1016 South Summit  
Arkansas City, KS 67005

M&I Marshall & Ilsley Bank  
800 West 47<sup>th</sup> Street  
Kansas City, MO 64112-1299

Re: Termination of that certain Amended and Restated Credit Agreement dated as of July 7, 2004 by and among Webster Bank, National Association (the "Payee"), Kan-Pak, LLC ("Kan-Pak") and KPHC, LLC ("KPHC" and, together with Kan-Pak, the "Borrowers"), as amended by that certain First Amendment and Waiver Agreement dated as of February [ ], 2005, as further amended by that certain Second Amendment and Waiver Agreement dated as of July 1, 2005, as further amended by that certain Third Amendment and Waiver Agreement dated as of March 6, 2006, as further amended by that certain Fourth Amendment and Waiver Agreement dated December 13, 2006 and as further amended by that certain Fifth Amendment dated as of March [ ], 2007, as further amended by that certain Sixth Amendment and Waiver Agreement dated as of October 31, 2007, and as further amended by that certain Seventh Amendment dated as of May 21, 2008 (as amended and in effect from time to time, the "Credit Agreement").

Ladies and Gentlemen:

The Payee has been informed that Borrowers intend to terminate the Credit Agreement on September 30, 2008 (the "Termination Date") and to satisfy in full all Revolving Credit Loans and other non-contingent Obligations of Borrowers to Payee outstanding on the Termination Date as provided herein (collectively, the "Absolute Obligations"), including, but not limited to, all principal, interest, legal fees and other charges outstanding or payable under the Credit

Agreement, as described more particularly below, with funds made available to Payee in whole or in part, by M&I Marshall & Ilsley Bank ("New Lender"). Borrowers have advised Payee that satisfaction of the Absolute Obligations will be effected by the wire transfer to Payee from New Lender of immediately available funds in an amount sufficient to satisfy the full amount of the Absolute Obligations on the Termination Date. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement.

In regard to the foregoing, Payee hereby notifies Borrowers and New Lender that the total Absolute Obligations on the Termination Date consist of the following (such amount, the "Payoff Amount"):

1.	Principal Balance of Advances	\$ 7,486,620.03
2.	September Accrued Interest	\$ 33,473.19
3.	September Unused Line Fee	\$ 1,063.80
4.	Legal Fees	\$ 2,100.00
5.	Cash management fee reserve	<u>\$ 5,000.00</u>

TOTAL \$ 7,528,257.02

If such total amount specified above is not received by Payee by 3:00 p.m. on the Termination Date (the "Payment Deadline") and Borrowers do not comply with all other Payment Conditions (as defined below), by Payment Deadline, then this letter shall become void at such time. Further if there is any change in any applicable interest rate or any additional borrowings after the date of this letter and prior to compliance with the Payment Conditions, then this letter shall become void at the time of such change in interest rate or such borrowing.

Payee agrees that Payee's liens and security interests in the assets of Borrowers shall terminate if Payee receives before the Payment Deadline (a) a wire transfer to Payee from New Lender of immediately available federal funds, for the account of Payee, equal to the Payoff Amount, sent in the manner instructed below, and (b) a copy of this letter fully executed by Borrowers and New Lender (the "Payment Conditions").

If the Payment Conditions are satisfied by the Payment Deadline, then, Payee agrees: (i) at Borrowers' expense, as soon as practicable thereafter (but in any event within three (3) Business Days thereafter), to release, or to authorize Borrowers and New Lender to cause the release, of all liens and security interests of Payee in the assets of Borrowers as a matter of public record and deliver all possessory Collateral in the possession of Payee (if any) to New Lender at the address of New Lender shown above, (ii) that Borrowers or New Lender may cause the release and termination of Payee's liens and security interests by filing all appropriate releases and UCC termination statements (at Borrowers' expense) on Payee's behalf if Payee fails to do so itself within the aforesaid three (3) Business Days, (iii) that all lockbox, blocked account and deposit account control agreements ("Control Agreements") with respect to a deposit account of any Borrower at any depository bank, including the Payee, among Borrowers, Payee and such bank will without further action be terminated by Payee (and Payee agrees that delivery of a copy of this letter to the applicable depository bank shall be sufficient evidence of such termination), effective thirty (30) days from the Termination Date, unless Payee elects sooner to terminate any such agreements. The foregoing, however, shall not affect the rights of the

applicable depository bank to impose any conditions on the termination of its Control Agreement in accordance with the terms thereof and its own policies and procedures.

Upon receipt of the Payoff Amount in accordance with the instructions set forth above, and in consideration thereof, Payee shall forward any then existing or further payments in respect of any Collateral coming into the possession or control of Payee thereafter that it receives on Borrowers' behalf, after such payments are finally collected by Payee, and after deduction for any costs incurred in connection therewith (including lockbox service charges and wire transfer fees), to Kan-Pak, LLC at its address set forth above (unless New Lender gives further direction to Payee as to the place for delivery of such payments (to which direction Borrowers shall have no right to consent or object)) and no such payments in respect of any Collateral coming into the possession or control of Payee thereafter shall be subject to any offset or recoupment claims of Payee, except as expressly provided hereinabove in respect of costs incurred in connection therewith and expressly provided hereinbelow as to Borrowers' and New Lender's payment obligations.

No termination of Payee's liens and security interests in Borrowers' assets shall operate to terminate or impair Borrowers' contingent obligations to Payee under the Credit Agreement, which shall survive such termination but shall be unsecured obligations of Borrowers to Payee.

Instructions for the wire transfer of funds by the New Lender to Payee are as follows:

Webster Bank, National Association  
145 Bank Street  
Waterbury, CT 06702  
ABA Routing No.: 211170101  
Beneficiary Name: Webster Business Credit Corporation  
Account No.: 0019124483  
Attn: WBCC Louris Mansour  
Reference: Kan-Pak, LLC

Borrowers, on behalf of themselves and on behalf of all other entities claiming by, through, or under them or any of them, together with their successors and assigns, and Dennis Cohlma, George S. Cohlma, Jr. and Janet Cohlma (collectively referred to herein as the "Borrower Releasers"), for good and valuable consideration, including, without limitation, the execution of this agreement by Payee and Payee's release of its liens, do hereby unconditionally remise, release, acquit and forever discharge Payee, Payee's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to in this paragraph as the "Payee Releasees"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Borrower Releasers ever had, now has, or hereafter can, shall, or may claim to have against any of the Payee Releasees for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the date of execution of this agreement.

By their acceptance hereof, Borrowers and New Lender acknowledge and agree that (a) Payee reserves all of its rights with respect to each automated clearinghouse ("ACH") transfer and each check and other instrument or payment item received by or for the account of Payee from any Borrower or any Borrower's account debtors prior to full payment of the Absolute Obligations as contemplated hereby (such checks, instruments or other payment items being collectively called "Checks"); (b) Payee has credited to Borrowers' account the amount of all such ACH transfers and the face amount of all such Checks, but Payee has not yet received full and final credit or payment therefor; and (c) Borrowers and New Lender shall reimburse and pay to Payee, promptly after (but in any event within three (3) Business Day after) Payee's demand therefor made at any time within sixty (60) days after the date hereof, in immediately available funds, the amount of an ACH transfer and the full face amount of any Check that is hereafter dishonored or returned to Payee or remains unpaid for any reason plus any bank charges and all other reasonable costs incurred by Payee that arise as a result of any such dishonor or return, provided that New Lender's obligation to make such payment shall be conditioned upon prior demand upon Borrowers by Payee for payment within such sixty (60) days' period, and Borrowers' failure to remit such payment to Payee within three (3) Business Days after delivery of such demand; it being understood and agreed, in such regard, that should Borrowers and/or New Lender fail to remit such payment to Payee within the grace period prescribed for payment, without limitation of its other rights and remedies, Payee may impose rights of offset and recoupment relative to any payments in respect of any Collateral then or thereafter in possession or control of Payee.

Borrower acknowledges and agrees that prior to the closing of the bank accounts maintained by Borrower with the Bank the Bank will not honor any checks drawn on any such bank accounts unless there are available collected funds in such account in an amount sufficient to cover such checks, that any checks not so honored will be returned for insufficient funds, and that following closing of the such bank accounts all checks drawn on any such account will be returned for insufficient funds.

This letter may be executed in one or more counterparts, and signatures transmitted via facsimile or as a .pdf attachment shall have the same effect as an original thereof.

[Signatures on following page.]

When accepted by Borrower Releasors and New Lender in accordance with the terms hereof, the foregoing shall constitute an agreement made in, and governed by the internal laws of, the State of Connecticut.

Very truly yours,  
WEBSTER BANK, NATIONAL ASSOCIATION

By: 

Authorized Representative

The above and foregoing Payoff Letter is acknowledged, accepted and agreed to.

Kan-Pak, LLC

KPHC, LLC

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

Dennis Cohlmi  
A Manager  
Duly Authorized

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

Dennis Cohlmi  
A Manager  
Duly Authorized

\_\_\_\_\_  
Dennis Cohlmi

\_\_\_\_\_  
George S. Cohlmi

\_\_\_\_\_  
Janet Cohlmi

M&I Marshall & Ilsley Bank  
("New Lender")

By: \_\_\_\_\_  
Authorized Signatory

[Signature page to Payoff Letter.]