

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
CIT Group/Business Credit, Inc., The	05/18/2006
RECEIVING PARTY DATA	
Name:	Underwriters Laboratories, Inc.
Street Address:	333 Pfingsten Road
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5944592
Patent Number:	5638003
CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	valerie.swanson@klgates.com
Correspondent Name:	K&L Gates LLP
Address Line 1:	P.O. Box 1135
Address Line 4:	Chicago, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	3722196-660
NAME OF SUBMITTER:	Ken Peterson
Total Attachments: 5 source=UL Payoff Letter (redacted)#page1.tif source=UL Payoff Letter (redacted)#page2.tif source=UL Payoff Letter (redacted)#page3.tif source=UL Payoff Letter (redacted)#page4.tif	

CH \$80.00 5944592

501014138

PATENT
REEL: 023510 FRAME: 0221

**The CIT Group/Business Credit, Inc.
10 South LaSalle Street, 22nd Floor
Chicago, Illinois 60603**

May 18, 2006

Underwriters Laboratories Inc.
333 Pfingsten Road
Northbrook, Illinois 60062

Re: Pay-Off/Release Arrangements

Gentlemen:

We refer to the financing arrangements among The CIT Group/Business Credit, Inc., as agent for itself and certain other financial institutions ("Lenders") (in such capacity, "Agent"), such other Lenders, and Underwriters Laboratories Inc., a not for profit Delaware corporation ("Borrower"), pursuant to that certain Financing Agreement dated as of December 23, 2003, as amended from time to time (the "Financing Agreement"; and together with all documents, instruments and agreements at any time executed and/or delivered to Agent in connection therewith, the "Loan Agreements"). Terms not otherwise defined herein shall have the meanings assigned to such terms in the Financing Agreement.

1. Agent understands that Borrower intends to pay in full all Obligations arising under the Loan Agreements on May 19, 2006 (the "Pay-Off Date"). The amount of the Obligations agreed to be paid by Borrower to Agent, on behalf of itself and the other Lenders. as

REDACTED

CHICAGO/#1505722.4

**PATENT
REEL: 023510 FRAME: 0223**

2. Payment of an amount equal to the Pay-Off Amount should be made by wire transfer as follows (the "Payment Instructions"):

Bank: JPMorgan Chase Bank, N.A.
Chicago, IL 60603

ABA No.: REDACTED

Account Name: The CIT Group/Business Credit, Inc.

Account Number: (Same account historically used by Borrower
for payments to Agent)

Reference: Underwriters Laboratories

Upon payment to the Agent of the Pay-Off Amount pursuant to the Payment Instructions, on or before 4:00 p.m. Central Standard Time on the Pay-Off Date, Agent, on behalf of itself and the other Lenders hereby (i) releases all assignments, pledges, security interests, and other liens on any and all real and personal property assets of Borrower which may have been granted to Agent and Lenders, (ii) authorizes Borrower, at Borrower's expense, following written confirmation of receipt of the Pay-Off Amount by Agent to Borrower, to file such security interest and other lien amendments, releases and termination statements as are necessary to terminate Agent's and Lenders' interests in the property of Borrower and (iii) agrees to execute and deliver to Borrower such other documents as may reasonably be requested by Borrower in connection with the above-described release by Agent and Lenders of their respective security interests and other liens, all at Borrower's expense, including stock certificates. Agent also agrees to provide Borrower with written confirmation of receipt of the Pay-Off Amount on the day such payment is received.

3. In consideration of the foregoing, by its signature below, Borrower acknowledges, confirms and agrees that Agent and Lenders, and each of their respective successors and assigns, are hereby discharged and released from and with respect to all actions, claims or demands which Borrower has or could assert against Agent and Lenders under, in connection with or in any manner related to the Loan Agreements arising or accruing through the date hereof.

4. If the Pay-Off Amount and this letter executed by Borrower is not received by Agent on or before 4:00 p.m. on the Pay-Off Date, this letter shall be null and void.

5. Borrower acknowledges that Agent's rights are reserved in and to any checks or similar instruments for the payment of money heretofore received and retained by Agent in connection with the accounts receivable assigned to Agent, on behalf of itself and the other Lenders, under the Loan Agreements and in and to any money due or to become due by reason of such checks or similar instruments, and/or the proceeds thereof, and/or all of Agent's claims thereon. Accordingly, Borrower (a) acknowledges that Agent may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered to Agent by Borrower or its customers pursuant to the provisions of the Loan Agreements and deposited by Agent for collection, the amount of which checks and similar instruments have nevertheless been credited to Borrower in the computation of the sums owing to Agent and Lenders; (b) agrees to reimburse and pay Agent, or cause Agent to be reimbursed or paid

promptly upon Agent's demand, the full face amount (plus protest or other bank charges) of any such checks or similar instruments heretofore delivered to Agent by Borrower or its customers, which may hereafter be dishonored or returned unpaid to Agent for any reason whatsoever; and (c) agrees to indemnify and hold Agent and Lenders harmless from and against any and all loss, liability or damage whatsoever by reason of claims made under (a) and (b) above. Agent agrees that if the sum of the Pay-Off Amount received by Agent and the aggregate amounts received by Agent under or pursuant to such checks or instruments described above (including any proceeds thereof) exceeds the amount of the Obligations to be paid by Borrower under the Loan Agreements, the Agent shall remit such excess to the Borrower. Agent also agrees that, upon request by Borrower, it shall give to Borrower an accounting of such checks and instruments and application of Pay-Off Amount and the amounts received by Agent under or pursuant to such checks or instruments (including proceeds thereof).

Please acknowledge the agreement of Borrower to the terms and provisions of this letter by signing below. A facsimile or other electronically transmitted copy of this letter shall have the same force and effect as an original hereof personally delivered to the intended recipient.

[SIGNATURES ON FOLLOWING PAGE]

Signature Page to Pay-Off Letter

Very truly yours,

**THE CIT GROUP/BUSINESS CREDIT,
INC.**

By: 

Title: SENIOR VICE PRESIDENT

ACKNOWLEDGED AND AGREED TO
this ____ day of May, 2006:

UNDERWRITERS LABORATORIES INC.

By: _____

Name: _____

Title: _____

Signature Page to Pay-Off Letter

Very truly yours,

**THE CIT GROUP/BUSINESS CREDIT,
INC.**

By: _____
Title: _____

ACKNOWLEDGED AND AGREED TO
this ____ day of May, 2006:

UNDERWRITERS LABORATORIES INC.

By: Michael A. Saltzman
Name: Michael A. Saltzman
Title: Executive Vice President & CFO

Kathleen M. Szczek
Kathleen M. Szczek
Treasurer