

01-30-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102658466 TRADEMARK OFFICE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-16-03 PNC Bank, National Association Association

2. Name and address of receiving party(ies) Name: Rheometric Scientific, Inc. Address: One Possumtown Road City: Piscataway State: NJ Zip: 08854

3. Nature of conveyance: Other Release of Security Interest Execution Date: 1/14/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,769,913, 1,785,330; 1,400,967

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Anthony J. Janiuk Internal Address: WATERS CORPORATION Legal Department - LG Street Address: 34 Maple Street City: Milford State: MA Zip: 01757

7. Total fee (37 CFR 3.41) \$ 90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 23-0503

DO NOT USE THIS SPACE

9. Signature. Anthony J. Janiuk Name of Person Signing Signature Date Jan. 23, 2004

Total number of pages including cover sheet, attachments, and document: 6 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002905 FRAME: 0402

07-07-2003



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COVER SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

6-14-03

Association:
PNC Bank, National Association

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

Name: **RHEOMETRIC SCIENTIFIC, INC.**
Street Address: **One Possumtown Road**
City: **Piscataway** State: **NJ** Zip: **08854**
Corporation State: **Delaware**
Additional name(s) & address(es) attached? None

3. Nature of Conveyance:

Release of Security Interest

Execution Date: **January 14, 2003**

JUN 15

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,769,913; 1,785,330; 4,400,967

Additional numbers attached? No

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

Name: Anthony J. Janiuk, Esq.

Street Address: **WATERS CORPORATION**
Legal Department - LG
34 Maple Street

City: Milford State: MA Zip: 01757

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41).... \$ **90.00**

8. Deposit account number: **23-0503**

In the event, Applicant is mistaken as to the calculation of fees, Applicant authorizes the Commissioner to charge any additional fees to account number 23-0503

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01 FC:8521 40.00 DA
02 FC:8522 50.00 DA

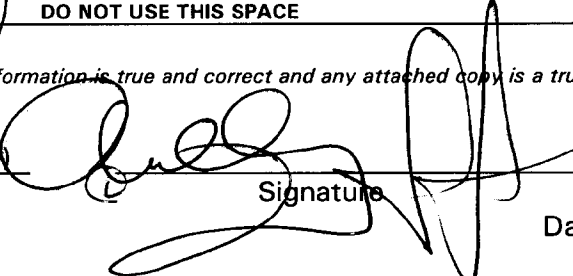
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anthony J. Janiuk, Esq. (Reg. 29,809)

Name of Person Signing

Signature 

Date: June 11, 2003

Total number of pages including cover sheet, attachments, and documents, is 6

TRADEMARK

REEL: 002905 FRAME: 0403

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN COPYRIGHTS, PATENTS AND TRADEMARKS**

WHEREAS, RHEOMETRIC SCIENTIFIC, INC. ("Grantor"), a Delaware corporation, entered into a Revolving Credit, Term Loan and Security Agreement (the "Credit Agreement") with certain lenders as specified therein (the "Lenders");

WHEREAS, in connection with the Credit Agreement, Grantor entered into a Patents, Trademarks and Copyrights Security Agreement, dated as of March 6, 2000 (the "Security Agreement"), with PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for the Lenders;

WHEREAS, under the terms of the Security Agreement, Grantor granted and conveyed to PNC a continuing security interest (the "Security Interest") in and to all of Grantor's right, title and interest in and to certain then owned and any future acquired Copyrights, Patents and Trademarks (as such terms are defined in the Security Agreement), including, without limitation, the copyright registrations and applications listed in Schedule A hereto, the patents and patent applications listed in Schedule B hereto and the trademarks and any registrations and applications therefor listed in Schedule C hereto and all of the goodwill of the business connected with use of, and symbolized by such trademarks, and all proceeds thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

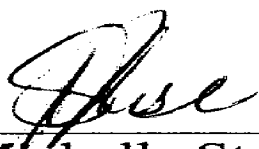
WHEREAS, Grantor granted the Security Interest to PNC in order to secure the complete and timely satisfaction of its obligations under the Credit Agreement (the "Secured Obligations");

WHEREAS, all of the Secured Obligations have been completely and timely satisfied, and PNC is therefore obligated to release the Security Interest;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, PNC hereby releases the Security Interest, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantor and its respective successors and assigns under the Security Agreement, hereby sells, assigns, transfers and sets over to Grantor and its respective successors and assigns any right, title or interest in or to the Copyrights, Patents and Trademarks described in the Security Agreement, including, without limitation, the copyright registrations and applications listed in Schedule A hereto, the patents and patent applications listed in Schedule B hereto and the trademarks and any registrations and applications therefor listed in Schedule C hereto, and the goodwill associated therewith, and hereby releases Grantor and its respective successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement.

PNC BANK, NATIONAL ASSOCIATION

By:



Name: Michelle Stanley-Nurse

Title: Vice President

Date: January 14, 2003

SCHEDULE A

U.S. Copyright Registrations and Applications

None

SCHEDULE B**U.S. Patents and Patent Applications**

<u>Title</u>	<u>Date Issued/Filed</u>	<u>Patent No.</u>
ON-LINE RHEOLOGICAL MEASUREMENT FOR PROCESS CONTROL	7/1/99	US 6,182,503
METHOD AND APPARATUS FOR ANALYZING SAMPLES USING NUCLEAR MAGNETIC RESONANCE	3/14/95	US 5,397,987
DYNAMIC SHEAR RHEOMETER AND METHOD	10/25/94	US 5,357,783
ON-LINE RHEOLOGICAL MEASUREMENTS FOR PROCESS CONTROL	9/20/94	US 5,347,852
DYNAMIC SHEAR RHEOMETER AND METHOD	12/21/93	US 5,271,266
SAMPLING RHEOMETER AND METHOD	4/27/93	US 5,205,158
MEASURING SHEAR VISCOSITY OF FLUIDS	5/26/92	US 5,115,669
ON-LINE RHEOLOGICAL MEASUREMENTS	4/4/89	US 4,817,416
FIXTURE FOR HOLDING A BENDING TEST SPECIMEN	3/15/88	US 4,730,498
IMPACT TESTING APPARATUS	2/3/87	US 4,640,120
APPARATUS AND METHOD FOR MEASURING VISCOELASTIC PROPERTIES OF MATERIALS	7/22/86	US 4,601,195
COMPENSATED RHEOMETER	2/26/85	US 4,501,155
VISCOSITY AND ELASTICITY OF A FLUID	9/4/84	US 4,468,953

SCHEDULE C

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Serial/Registration No.</u>	<u>Date Registered</u>
VISUAL METHOD BUILDER	78/097,440	
RHEOMETRICS and Design	74/318,538 1,769,913	5/11/93
RHEOMETRICS	74/318,537 1,785,330	8/3/93
RHEOMETRICS, INC.	73/539,908 1,400,967	7/15/86