

07-26-1999 U.S. Patent & TMOfc/TM Mail Rcp1 Dt. #54

F 07-30-1999

sioner v. 101104369

Attorney Docket No. C176.22-0003

.sioner or rating 1104369	ord the attached original document or copy thereof.		
Name of conveying party: Security Pacific Business Credit Inc.	2. Name and address of receiving party(ies):		
[] Individual(s) [] Association	Name: Crenlo, Inc.		
[] General Partnership [] Limited Partnership	Internal Address: Street Address: 1600 Fourth Avenue NW		
[X] Corporation-State California [] Other Explain ~	City Rochester State MN Zip 55901		
Additional name(s) of conveying party(ies) attached? [X] Yes [] No			
3. Nature of Conveyance:	[] Individual(s) Citizenship [] Association [] General Partnership		
[] Assignment [] Merger [] Security Agreement [] Change of Name [X] Release of Security Interest	[] General Partnership [] Limited Partnership [X] Corporation-State Delaware		
Execution Date: December 23, 1986	[Other		
	If assignee is not domiciled in the United States, a domestic representative designation is attached [] Yes [] No		
	(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? [] Yes [X] No		
4A. Application No.(s)	4B Registration No.(s)		
	697,739 and 1,169,349		
Additional numbers attached? [] Yes [X] No	Additional numbers attached? [] Yes [X] No		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 2		
Name: James L. Young KINNEY & LANGE, P.A.	7. Total fee (37 CFR 3.41):\$ 65.00		
Street Address: THE KINNEY & LANGE BUILDING			
312 South Third Street	8. Method of Payment		
City: Minneapolis State: MN ZIP 55415-1002	[X] Enclosed		
5415 1002	[X] The Commissioner is authorized to charge		
	payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A		
	duplicate copy of this page is enclosed.		
DO NOT USE THE	HIS SPACE 88		
9. Statement and signature.	2 xi		
To the best of my knowledge and belief, the foregoing information is to original document.	<u></u>		
Robert M. Angus Name of Person Signing	00000593		
Lotus M. A. Ou	23 1999 I		
Signature Date Total number of pages including cover the statachments and document: [5]			
	THE HARK		
	REES 00335 FRAME: 0861		

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT dated as of December 23, 1986 by Security Pacific Business Credit Inc. ("SPBC").

WITNESSETH:

WHEREAS, SPBC and Crenlo, Inc. ("Company") are parties to a certain Loan and Security Agreement dated as of July 31, 1985 (the "Agreement") and a Collateral Patent, Trademark and License Assignment dated as of July 31, 1985 (the "Assignment"), recorded by the Assignment Division of the U.S. Patent and Trademark Office on October 7, 1985, Reel 4474, Frame 0175, pursuant to which the Company incurred certain obligations to SPBC and granted a security interest in and collateral assignment of certain patents and trademarks as described in Schedule A attached hereto (the "Patents and Trademarks"), among other things, as security for the Company's "Obligations" (as defined in the Agreement) to SPBC; and

WHEREAS, the Company intends to repay the Obligations and has requested that SPBC release its security interest in the Patents and Trademarks and reassign the same to the Company upon such repayment;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and effective as of December 30, 1986 upon the repayment by the Company to SPBC of all of the Obligations:

- 1. SPBC hereby releases its security interest in and collateral assignment of the Patents and Trademarks.
- 2. SPBC hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by SPBC, all of SPBC's right, title and interest in and to:
 - (1) The Patents and Trademarks and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; and

(ii) The goodwill connected with and symbolized by the Patents and Trademarks.

IN WITNESS WHEREOF, SPBC has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

SECURITY PACIFIC BUSINESS CREDIT INC.

By: Vice President

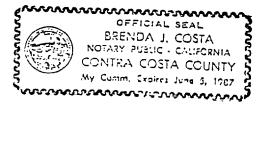
STATE OF <u>California</u>) SS COUNTY OF <u>San Diego</u>) SS

On this 23 day of December, 1986 before me personally appeared Michael Jasains, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of Security Pacific Business Credit Inc.

Notary Public

Contra Costa County, California

My commission expires:



STATE OF MINNESOTA)	
)	SS
COUNTY OF HENNEPIN)	

AFFIDAVIT

Barbara H. Brown, being duly sworn, on oath says that:

- 1. She is a paralegal employed by the law firm Faegre & Benson, Minneapolis, Minnesota.
- 2. On June 24, 1999 she prepared the attached photocopy of a Release and Reassignment, dated December 23, 1986, by Security Pacific Credit, Inc.
- 3. The attached photocopy consisting of four pages, is a true and correct copy of a document in the closing binder entitled *Leveraged Capitalization of Crenlo, Inc., December 31, 1986.*

Barbara H. Brown

Subscribed and sworn to before me this 22nd day of July, 1999.

Notary Public

MATRICE E. ROTHMAN

M1:511742.01

SCHEDULE A to Release and Reassignment Dated December 23, 1986

Patents and Applications

None, except:

DESIGN PATENTS

<u>Patent</u>	Registration Number	Registration Date
DESK	D-238,842	Feb. 17, 1976
TABLE	D-241,214	Aug. 31, 1976
CABINET	D-238,844	Feb. 17, 1976
DESK	D-238,843	Feb. 17, 1976
DESK	D-239,679	Apr. 27, 1976
DESK	D-239,801	May 11, 1976
DESK	D-239,802	May 11, 1976
DESK	D-239,680	Apr. 27, 1976

Foreign Patents and Applications

None, except:

- 1. Canadian Patent Registration No. 810271, registered
- 2. Canadian Patent Registration No. 857198, registered

TRADEMARK REEL: 001936 FRAME: 0865

Trademarks and Trade Names

None, except:

U.S. Trademarks and Trade Names

None, except:

1. Emcor:

Registered September 15, 1981 Registration No. 1,169,349

2. Slim-Slide:

Registered May 17, 1960 Registration No. 697,739

Foreign Trademarks and Trade Names:

None, except

1	. Canadian	Trademark	Registration	No.	151300,
registered		•			

2.	West	German	Trademark	No.	793306,	registered