

03/06/00

Form PTO-1594
(Rev. 6-93)
OMB No. 0551-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commission

Please record the attached original documents or copy thereof.

1. Name of conveying party:
FLEET CAPITAL CORPORATION

2. Name and address of receiving party:
RHEOMETRIC SCIENTIFIC, INC.
One Possumtown Road
Piscataway, NJ 08854

- Individual(s)
- General Partnership
- Corporation - Connecticut
- Other _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - New Jersey
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 6, 2000

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

101307119
04-06-2000

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)
see attached schedule

B. Trademark Registration No.(s)
see attached schedule

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN
DECHERT, PRICE & RHOADS
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 3

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

- Enclosed
- Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475

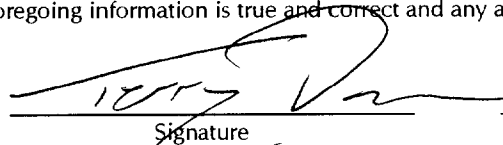
(Attach duplicate copy of this page if paying by deposit account)

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.

Terence A. Dixon
Name of Person Signing


Signature

March 8, 2000
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/06/2000 TTON11 0000057 040475 74318538

01 FC:481
02 FC:482
(40.00 CH
50.00 CH)

TRADEMARK
REEL: 002046 FRAME: 0180

PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Date Issued/Filed</u>	<u>Patent No.</u>
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 3/9/94	US 5,347,852 EP 616204
DYNAMIC SHEAR RHEOMETER AND METHOD	12/21/93 12/4/92 11/30/92 12/4/92	US 5,271,266 EP 545728 CA 2,084,114 DE 69222270
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 5/25/89 5/25/89 6/13/89 5/17/89 5/25/89	US 4,817,416 EP 347055 EP 769690 JP 93026135 CA 1,316,721 DE 68928252
FIXTURE FOR HOLDING A BENDING TEST SPECIMEN	3/15/88	US 4,730,498
IMPACT TESTING APPARATUS	2/3/87 6/21/86	US 4,640,120 CA 1,267,548
APPARATUS AND METHOD FOR MEASURING VISCOELASTIC PROPERTIES OF MATERIALS	7/22/86 3/13/86 4/10/86 4/9/86 9/15/89 9/26/89	US 4,601,195 GB 2173599 DE 3612038 FR 2580401 CH 671634 CA 1,259,817

COMPENSATED RHEOMETER

2/26/85	US 4,501,155
6/28/84	DE 3324842
6/13/84	GB 2142435
6/28/84	FR 2548369
1/13/89	CH 668647
2/17/87	CA 1,217,952

VISCOSITY AND ELASTICITY OF A FLUID

9/4/84	US 4,468,953
7/9/83	DE 3324842
6/24/83	GB 2123966
7/20/83	FR 2530815
8/13/85	CA 1,191,720
12/15/87	CH 663471

APPARATUS AND METHOD FOR THE
SIMULTANEOUS MEASUREMENT OF
RHEOLOGICAL AND THERMAL
CHARACTERISTICS OF MATERIALS AND
MEASURING CELL THEREFORE

5/28/96	US 5,520,042
6/18/96	EP 750186
6/18/96	JP 9101278

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Serial /Registration No.</u>	<u>Date Registered</u>
RHEOMETRICS and Design	74-318,538/ 1,769,913	May 11, 1993
RHEOMETRICS	74-318,537/ 1,785,330	August 3, 1993
RHEOMETRICS, INC.	73-539,908/ 1,400,967	July 15, 1986

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**TERMINATION AND RELEASE OF
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

WHEREAS, RHEOMETRIC SCIENTIFIC, INC. (formerly known as Rheometrics, Inc.), a New Jersey corporation (the "Grantor") entered into an Intellectual Property Security Agreement, dated as of February 23, 1996 (the "Security Agreement"), with FLEET CAPITAL CORPORATION, a Connecticut corporation ("Fleet");

WHEREAS, Grantor granted to Fleet, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of Fleet in and to all of Grantor's intellectual property described in the Security Agreement, including, without limitation, the patents and patent applications listed in Schedule A hereto and the trademarks and any registrations and applications therefor listed in Schedule B hereto and all of the goodwill of the business connected with the use of, and symbolized by, such intellectual property;

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

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

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Fleet 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 intellectual property described in the Security Agreement, including, without limitation, the patents and patent applications set forth on Schedule A and the trademark registrations and applications set forth on Schedule B, 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. *pursuant to the Payoff Letter dated March 2, 2000* *JW*

FLEET CAPITAL CORPORATION

By: _____

John W. Staneschi
Name: JOHN W. STANESCHI
Title: V.P.

Date: *3/6/2000*