



101991183

To the Honorable Commissioner of Patents and Trademarks. Please receive the attached original document or copy thereof

1. Name of conveying party(ies):

U.S. Bank National Association **2-6-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation:
 Other A National Banking Association

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

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

Quali Tech, Inc.
 318 Lake Hazeltine Drive
 Chaska, Minnesota 55318

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other : Termination of Security Interest

Execution Date: November 14, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

<p>A. Trademark Application No(s). and description</p>	<p>B. Trademark Registration No(s). and description</p> <table border="0"> <thead> <tr> <th style="text-align: left;">TRADEMARK</th> <th style="text-align: left;">REG. NO.</th> </tr> </thead> <tbody> <tr><td>FLAU-R-GRAIN</td><td>1,656,967</td></tr> <tr><td>AQUA-C</td><td>1,626,634</td></tr> <tr><td>CARBOMIN</td><td>1,524,068</td></tr> <tr><td>CARBOSAN</td><td>1,407,343</td></tr> <tr><td>CALF-LYTE</td><td>1,406,422</td></tr> <tr><td>FEEDBUDS</td><td>1,386,201</td></tr> <tr><td>QT QUALITECH & Design</td><td>1,389,654</td></tr> <tr><td>QT & Design</td><td>1,386,516</td></tr> <tr><td>QUALI-TECH</td><td>1,386,515</td></tr> <tr><td>PARKELP</td><td>1,230,118</td></tr> <tr><td>VET-TECH</td><td>1,167,962</td></tr> <tr><td>SEA-QUESTRA-MIN</td><td>915,162</td></tr> </tbody> </table>	TRADEMARK	REG. NO.	FLAU-R-GRAIN	1,656,967	AQUA-C	1,626,634	CARBOMIN	1,524,068	CARBOSAN	1,407,343	CALF-LYTE	1,406,422	FEEDBUDS	1,386,201	QT QUALITECH & Design	1,389,654	QT & Design	1,386,516	QUALI-TECH	1,386,515	PARKELP	1,230,118	VET-TECH	1,167,962	SEA-QUESTRA-MIN	915,162
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5. Name and address of party to whom correspondence concerning document should be mailed:

Colleen M. Sarenpa
 FAEGRE & BENSON LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901
 612/766-8801

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$315.00

Enclosed via credit card
 Authorized to be charged to deposit account for underpayment

01 FC:481 40.00 DP
 02 FC:482 275.00 DP

8. Deposit Account number: 06-0029

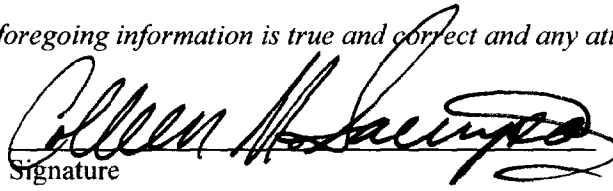
DO NOT USE THIS SPACE

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.

Colleen M. Sarenpa

Name of person signing


Signature

December 7⁴, 2001

Date

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

**Mail documents to be recorded with required cover sheet information to:
Director – U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231**

M2:20428022.01(F&B 9/28/00)

11702-227586

TERMINATION OF SECURITY INTEREST

This is a Termination of the Security Interest Agreement, dated October 27, 1993, given by Quali Tech, Inc., a Minnesota corporation (Debtor) to FBS Business Finance Corporation (FBS) and subsequently assigned to U.S. Bank National Association. ("Secured Party") on January 1, 1998

WHEREAS, the Debtor granted FBS a security interest ("Security Interest") in its intellectual property collateral ("Intellectual Property Collateral") as evidenced by the October 23, 1993 agreement recorded in the United States Patent and Trademark Office on March 22, 1994 at Reel 1126; Frame 047.

WHEREAS, the Security Interest was assigned by FBS on January 1, 1998 to U.S. Bank National Association ("Secured Party"). This assignment of the Security Interest was recorded in the United States Patent and Trademark Office on January 22, 1998 at Reel 1676, Frame 462.

WHEREAS, Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TRADEMARKS

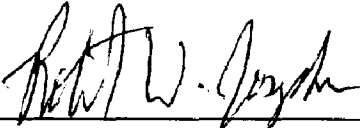
1. Termination of Security Interest. Secured Party hereby terminates all of the Security Interest in the Trademark Collateral Assignment and Security Agreement dated October 27, 1993 and assigned January 22, 1998, including but not limited to the security interest in the following trademark registrations:

TRADEMARK	REGISTRATION NUMBER
FLAU-R-GRAIN	1,656,967
AQUA-C	1,626,634
CARBOMIN	1,524,068
CARBOSAN	1,407,343
CALF-LYTE	1,406,422
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PARKELP	1,230,118
VET-TECH	1,167,962
SEA-QUESTRA-MIN	915,162

2. Revocation of Power of Attorney. Any power of attorney granted by Debtor to Secured Party in the said Security Interest Agreement is acknowledged to be revoked with respect to the Intellectual Property Collateral.
3. Secured Party agrees to execute any further documents required to confirm the termination of the Security Interest.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest to be duly executed and effective on November 14, 2001.

U. S. BANK NATIONAL ASSOCIATION

By: 

Print Name: Robert W. Josephson

Title: Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On the 14 day of Nov., 2001, before me personally appeared Robert W Josephson, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that ~~he~~ she is Vice President of U. S. Bank National Association, a National Banking Association described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Jean M. Matlock
Notary Public

My Commission expires: Jan. 31, 2005

M2:20412195.01

