Form PTO-1594 RECORDATION FO	
(Rev. 10/02) TDADERAA	
OMB No. 0651-0027 (exp. 6/30/2005)  TRADEMARKS ONLY  U.S. Patent and Trademark Office	
Tab settings ⇔⇔⇔ ▼ ▼	<u>▼ ▼ </u> ▼ ▼
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	2. Name and address of receiving party(ies)
Security Pacific National Bank, for itself and	Name: Keuffel & Esser Company
	Internal
Individual(s) Association	Address:
	Street Address: 720 Azon Road
General Partnership Limited Partnership Corporation-State	City: Johnson City State: NY Zip: 13790
Other a National Banking Association	
	Individual(s) cltizenship
Additional name(s) of conveying party(ies) attached? Ves No	Association
	General Partnership
3. Nature of conveyance:	Limited Partnership
Assignment Merger	Corporation-State New York
Security Agreement Change of Name	Other
Other_ Release of Security Agreement	Massignee is not domiciled in the United States, e domestic representative designation is attached: Yos No
Execution Date: 10/30/2002	(Designations must be a separate document from assignment) Additional name(s) & address( es) attached? Yes No
<ol><li>Application number(s) or registration number(s):</li></ol>	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1080247, 0910067,
	617483, 687566, 443751, 443087, 440031,
Additional number(s) attached V Yes No	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Donita Hayes, Legal Assistant	registrations involved.
······································	765.00
Internal Address: Kirkland & Ellis	7. Total fee (37 CFR 3,41) <u>\$ 265.00</u>
	Enclosed
	Authorized to be charged to deposit account
Street Address:Suite 5300, 200 E. Randolph Dr	8. Deposit account number:
Gueer Address.	•
City: Chicago State: IL Zio:60601	
City: Cnicago State: IL Zip:60601	
DO NOT USE THIS SPACE	
9. Signature.	
Donita Hayes, Legal Assistant	4 X November 5, 2002
Name of Person Signing Signature \ Date	
Total number of pages including cover sheat, attachments, and document:	

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

## Continuation of Recordation Form Cover Sheet for Trademarks:

1. Name of Conveying Parties:

Security Pacific National Bank, for itself and as agent for Citibank, N.A.,
The Chase Manhattan Bank, N.A.,
Chemical Bank, a New York Banking Institution,
Continental Illinois National Bank & Trust Co. of Chicago, and The Bank of California, N.A.

4B. Additional Trademark Registration Nos.

68653, 440033, 634049

TRADEMARK
REEL: 002571 FRAME: 0261

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of October 30, 2002 ("Effective Date") by Azon Corporation, a New York Corporation, as the surviving corporation resulting from a merger with Keuffel & Esser Company, a New Jersey corporation ("Assignor").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement dated as of March 23, 1982, by and among the parties named therein (the "Security Agreement"), Keuffel & Esser Company granted to Security Pacific National Bank, a National Banking Association, for itself and as agent for Citibank, N.A., the Chase Manhattan Bank, N.A., Chemical Bank, a New York Banking Institution, Continental Illinois National Bank & Trust Co. of Chicago and The Bank of California, N.A ("Assignees") a continuing security interest in and to all of Keuffel & Esser Company's right, title and interest in and to all of the trademarks and service mark registrations set forth on Schedule A hereto (collectively, the "Trademarks");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 9, 1982, at Reel 0419, Frames 0974;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the reasons fully set forth in the Affidavit attached hereto as Exhibit A, Assignor hereby terminates the Security Agreement and hereby terminates and cancels any and all security interests granted to the Assignees against the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Release to be executed by its duly authorized representative as of the Effective Date.

> AZON CORPORATION, tuffel & Esser Company as Successor fo Name: Stephen L. Silver

Title: President, Chief Executive Officer

STATE OF New York

On this 30th day of Calely, 2002, there appeared before me Stephen L. Silver, personally known to me, who acknowledged that he signed the foregoing

Release as his voluntary act and deed on behalf and with full authority of

Notary Public

TRADEMARK REEL: 002571 FRAME: 0262

## **SCHEDULE A**

Trademarks:	Registration Number
COMSTOC	1080247
COMSTOC	0910067
CRYSTALENE	617483
HERCULENE	687566
K&E	443751
K+E	<b>44</b> 3087
K&E	440031
K&E	68653
KEUFFEL & ESSER CO.	440033
STABILENE	634049

#### **EXHIBIT A**

# AFFIDAVIT OF STEPHEN L. SILVER

- I, Stephen L. Silver, being duly sworn on oath, deposes and states as follows:
- 1. I am President and Chief Executive Officer of Azon Corporation (the "Company"). I have personal knowledge of the facts stated herein.
- 2. The Company is the record owner of the following United States trademark registrations: Numbers 910067, 1080247, 617483, 687566, 443087, 440031, 68653, 440033 and 634049 (the "Marks").
- 3. On April 9, 1987, the Company purchased the outstanding stock of Keuffel & Esser Company ("K&E") (the "Stock Purchase").
  - 4. At the time of the Stock Purchase, K&E owned the Marks.
- 5. Prior to the Stock Purchase, in exchange for a monetary loan, K&E granted a security interest in the Marks in favor of Security Pacific National Bank N.A., (for itself and as agent for the Bank of California N.A., Continental Illinois National Bank & Trust Co. N.A., Chemical Bank, a New York Banking Institution, and Chase Manhattan Bank N.A.) that was recorded with the United States Patent and Trademark Office (the "Security Interests").
- 6. On or before December 31, 1991, K&E satisfied its debt to Security Pacific National Bank N.A. and the Security Interests were extinguished.
- 7. On December 29, 1994, K&E was merged into the Company (the "Merger") and the transfer of the Marks from K&E to the Company pursuant to the Merger was recorded with the U.S. Patent and Trademark Office.
- 8. After conducting good faith efforts, the Company has not been able to locate the documentation that evidenced the release of the Security Interests from Security Pacific National Bank N.A. in favor of K&E.

TRADEMARK REEL: 002571 FRAME: 0264

- 9. Further, upon information and belief and based upon a diligent search, Security Pacific National Bank N.A. no longer exists as an independent entity and, thus, the Company has not been able to obtain the documentation evidencing the release of the Security Interests from Security Pacific National Bank N.A. in favor of K&E.
  - 10. The Security Interests have been extinguished.

FURTHER AFFIANT SAYETH NOT.

SUBSCRIBED AND SWORN TO before me this 3 day of Color

COUNTY OF Quandage )

On this Zolday of Alex, 2002, there appeared before me Stephen L. Silver, personally known to me, who acknowledges that he signed the foregoing Affidavit as his voluntary act and deed on behalf of and with full authority of Azen Carpontion

IMPRINT NOTARY SEAL HERE

RECORDED: 11/05/2002

Notary Public

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