

04-28-2003



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

Tab settings



2003 APR 23 AM 06

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

1. Name of conveying party(ies):

Bank of America, N.A.

4-23-03

- Individual(s)
- General Partnership
- Corporation-State
- Other National Association
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest
- Merger
- Change of Name

Execution date: April 3, 2003

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

Name: EFTC Corporation

Internal Address: 9351 Grant Street, 6th Floor

Street Address: _____

City: Denver State: Colorado Zip: 80229

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Colorado
- Other _____

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2262509; 2268485

Additional number(s) attached Yes No

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

Name: Marcia Bennett

Internal Address: Weil, Gotshal & Manges LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremittaggio

Name of Person Signing

Phyllis Eremittaggio

Signature

April 23, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/25/2003 ECOOPER 00000277 230800 2262509

01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

EFTC CORPORATION

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 3, 2003, by **BANK OF AMERICA, N.A.** having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, as agent ("Agent") for itself and other financial institutions which are parties to the Loan and Security Agreement (as hereinafter defined) in favor of **EFTC Corporation** having its principal place of business at 9351 Grant Street, Sixth Floor, Denver, Colorado 80229 ("Assignor").

WHEREAS, Assignor and RM Electronics, Inc. (the "Borrowers"), and BANK OF AMERICA, N.A., ("Agent") as agent for itself and other financial institutions have entered into a Loan and Security Agreement, dated as of March 30, 2000 (as amended, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement");

WHEREAS, Assignor and Agent have entered into an Intellectual Property Security Agreement, dated as of March 30, 2000 (which Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 28, 2000 at Reel 2174, Frame 0920), for the purpose of securing certain obligations of the Assignor to the Agent;

WHEREAS, pursuant to the Loan and Security Agreement and the Intellectual Property Security Agreement, the Assignor granted to the Agent a continuing security interest in and to the Collateral (as defined in the Intellectual Property Security Agreement and collectively known hereinafter as the "Trademarks", including without limitation the Trademarks identified on Exhibit A attached hereto), and pledged, mortgaged, and hypothecated (but did not transfer title to) the Trademarks to the Agent; and

WHEREAS, the Assignor has satisfied all of the Obligations (as defined in the Loan and Security Agreement) and the Agent has agreed to terminate and release its security interest and its right, title and interest in the Trademarks as herein provided;

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Loan and Security Agreement and the Intellectual Property Security Agreement:

The Agent hereby terminates and releases its security interest in all of the Assignor's Trademarks, including without limitation the Trademarks identified on Exhibit A attached

[Release- Trademarks]

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NY1:\1176986\01\P862011.DOC\35899.0016

**TRADEMARK
REEL: 002718 FRAME: 0774**

hereto, and the Agent hereby assigns and transfers to the Assignor, without recourse, all of the Agent's right, title and interest in and to the Trademarks, including without limitation the Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

[Remainder of Page Intentionally Left Blank; Next Page is Signature and Acknowledgement]

[Release-Trademarks]

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On April 3, 2003 before me, Heather Ward*****
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard Burke and Robert Mostert*****
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Termination and Release of Security Interest
IN TRADEMARKS

Document Date: APRIL 3, 2003 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

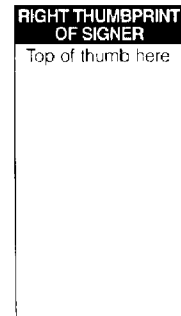


Exhibit A

Trademark or Service Mark

Registration Number

EFTC
APM

2262509
2268485

[Release-Trademarks]

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RECORDED: 04/23/2003

**TRADEMARK
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