

06-30-2003



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

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

1. Name of conveying party(ies):

Bank One, NA, formerly known as NBD Bank

6-1003

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Intellectual Property

Execution Date: Security Interests March 21, 2003

2. Name and address of receiving party(ies)

Name: Numatics, Incorporated

Internal

Address:

Street Address: 1450 N. Milford Road

City: Highland State: MI Zip: 48357

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- 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

TRADEMARK FEE PROCESS RECEIVED
2003 JUN 10 AM 8:40
US PATENT & TRADEMARK OFFICE

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

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

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

Additional number(s) attached Yes No

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

Name: Santo Manna, Esq.

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Barbara Bauer-Padron
Name of Person Signing

Barbara Bauer-Padron
Signature

June 3, 2003
Date

Total number of pages including cover sheet, attachments, and document: 1

06/27/2003 ECUOPER 00000159 500675 667202

01 FC:8521 40.00 DA
02 FC:8522 150.00 DA

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

TRADEMARK
REEL: 002767 FRAME: 0458

CONTINUATION OF ITEM 2

Names of receiving parties:

2. Numation, Inc.
1424 Chester Industrial Parkway
Avon, OH 44011
A Michigan corporation
3. Numatics GmbH
Otto-von Guericke Strabe 14
St. Augustin, 53757
Federal Republic of Germany
A German business entity
4. Foothill Capital Corporation
140 E. 45th Street, 44th Floor
New York, NY 10017
A California corporation

SCHEDULE A
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Patents and Patent Applications

Owner Numation, Inc.

Registered Patents

5,595,413 (was App. No. 08/355,085)

5,560,281 (was App. No. 08/414,713)

Owner Numatics, Incorporated

Registered Patents

6,614,323

6,053,198

5,992,461

4,765,385

4,742,841

4,073,311

4,000,684

3,952,619

3,817,562

4,995,421 (issued February 26, 1991)

Patent Application Nos.

08/355,085 (filed December 12, 1994)

08/402,004 (filed March 10, 1995)

08/414,713 (filed March 31, 1995)

SCHEDULE B

to

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Trademark and Service Mark Registrations and Applications

Owner Numation, Inc.

NONE.

Owner Numatics, Inc.

Federal Trademarks

NUMATICS	Reg. No. 667,283	Reg. Date 9/23/58
NUMATROL	Reg. No. 747,457	Reg. Date 4/2/63
FLEXIBLOK	Reg. No. 912,270	Reg. Date 6/8/71
NURESKO	Reg. No. 929,427	Reg. Date 2/22/72
NUMASIZING	Reg. No. 1,211,033	Reg. Date 9/28/82
NUMATICS ACTUATOR	Reg. No. 1,620,822	Reg. Date 11/6/90

Pending Federal Applications

NUMATECH App. No. 75/818,621 (pending)

State Trademarks

NUMATICS Michigan Reg. No. ID #M00-024 Renewed 5/25/00

SCHEDULE C
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Registered Copyrights

Owner Numation, Inc.

NONE.

Owner Numatics, Inc.

Practical Air Valve Sizing	A480,362	published 10/5/73
Practical Air Circuitry	A857,864	published 6/1/66
Numatrol Components Catalog	A932,175	published 6/5/66
Numatrol Handbook	A932,176	published 7/12/66
The Numatrol Diagram – 502B	A866,461	published 6/1/66
Numatrol Control System for Horizontal or Overhead Arms	A722,025	published 9/27/64
Numa-Cad	TX-3-085-431	

SCHEDULE B

to

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Trademark and Service Mark Registrations and Applications

Owner Numation, Inc.

NONE.

Owner Numatics, Inc.

Federal Trademarks

NUMATICS	Reg. No. 667,283	Reg. Date 9/23/58
NUMATROL	Reg. No. 747,457	Reg. Date 4/2/63
FLEXIBLOK	Reg. No. 912,270	Reg. Date 6/8/71
NURESKO	Reg. No. 929,427	Reg. Date 2/22/72
NUMASIZING	Reg. No. 1,211,033	Reg. Date 9/28/82
NUMATICS ACTUATOR	Reg. No. 1,620,822	Reg. Date 11/6/90

Pending Federal Applications

NUMATECH	App. No. 75/818,621	(pending)
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS (the "Release") is made and effective as of the date indicated below and is granted by Bank One, NA, formerly known as NBD Bank ("Releasor"), in favor of Numatics, Incorporated ("Numatics"), Numation, Inc. ("Numation"), Numatics GmbH (Numatics, Numation and Numatics GmbH are sometimes hereinafter collectively referred to as "Releasees") and Foothill Capital Corporation.

WHEREAS, Numatics and Releasor entered into that certain Loan Agreement dated as of January 3, 1996 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which certain lenders agreed to extend credit to Numatics;

WHEREAS, pursuant to the Loan Agreement, Numatics and Releasor (as collateral agent for certain Lenders, as defined in the Numatics Security Agreement defined below) entered into that certain Security Agreement dated as of January 3, 1996 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Numatics Security Agreement"), and Numation and Releasor (as collateral agent for certain Lenders, as defined in the Numation Security Agreement defined below) entered into that certain Subsidiary Security Agreement dated as of January 3, 1996 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Numation Security Agreement" and, together with the Numatics Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Numatics and Numation granted to Releasor a lien upon and security interest in, among other things, their right, title and interest in and to the following property (collectively, the "IP Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (as such schedule may have been amended or supplemented from time to time);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (as such schedule may have been amended or supplemented from time to time);
- (iii) the registered copyrights set forth in Schedule C hereto (as such schedule may have been amended or supplemented from time to time); and
- (iv) all other assets of the Releasees including but not limited to all patents, trademarks, industrial designs, masks, trade names, copyrights, franchises, licenses and permits, and the goodwill associated therewith and symbolized thereby, and all federal and state applications and registrations therefor.

WHEREAS, the Numatics Security Agreement was recorded at the United States Patent and Trademark Office at Reel 011874/Frame 0599 – 0619 on June 8, 2001 and at Reel 1431/Frame 0161 - 0182 and Reel 7786/Frame 0650 – 0671 on February 2, 1996, and at the

WHEREAS, the Numation Security Agreement was recorded at the United States Patent and Trademark Office at Reel 011874/Frame 0344 – 0366 on June 8, 2001;

WHEREAS, Releasees have requested that Releasor release and discharge fully the security interest in and to the IP Collateral conveyed to Releasor by Releasees pursuant to the Loan Agreement, the Security Agreements and/or any other agreements (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives, assigns, and the Lenders (as defined in the Security Agreements), hereby releases and discharges fully the Security Interest and all other right, title and interest in and to the IP Collateral conveyed to Releasor (if any) pursuant to the Loan Agreement, the Security Agreements and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the IP Collateral (if any) to Numatics, Numation or such other Releasee or affiliate of Numatics, as applicable. Releasor further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or Releasees' agents or designees) reasonably request in order to confirm this Release and Releasees' right, title and interest in and to the IP Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed
as of the 21 day of March 2003.

BANK ONE, NA
formerly known as NBD BANK

By: *T. A. Lakocy*

Name: Thomas A. Lakocy
First Vice President

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MICHIGAN

ss.:

COUNTY OF OAKLAND

On this 21 day of MARCH 2003, before me, the undersigned, personally appeared THOMAS A. LAKOCY, FIRST VICE PRESIDENT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Virginia B. Neef
[NOTARY SEAL]

VIRGINIA B. NEEF
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES APRIL 10, 2004