

10/11/03

10-24-2003



102582971

Tab settings To the Honorable Commissioner of Patent

Documents or copy thereof:
conveying party(ies)

1. Name of conveying party(ies):

The Bank of New York

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-New York Banking Corporation
- Other

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

Name: Uniroyal Technology Corporation

Internal Address: _____

Street Address: 3401 Cragmont Drive

City: Tampa State: FL Zip: 33619

Individual(s) citizenship _____

Association: _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

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

Nature of conveyance:

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

Interest

Execution Date: April 14, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,241,708

Additional number(s) attached Yes No

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

Name: Amanda J. Perlmutter, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

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

8. Deposit account number: 50-0540

(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.

Amanda J. Perlmutter, Esq.
Name of Person Signing

Signature

October 15, 2003
Date

Total number of pages including cover sheet, attachments, and document: **6**

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

10/22/2003 LNUELLER 00000133 500540 1241708

01 FC:8521 40.00 DA
02 FC:8522 50.00 DA

**RECORDATION FORM COVER SHEET
CONTINUATION SHEET**

ITEM 4. APPLICATION NUMBER (s) OR REGISTRATION NUMBER (s):

UNITED STATES TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
DKE	1,241,708
NAUGA	0,876,281
MISCELLANEOUS DESIGN	0,865,548

*Identical - UTC
- 12/15/93
- Termination and
Release Agreement*

TERMINATION AND RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT, dated as of April 14, 1998 (this "Agreement"), between Uniroyal Technology Corporation (the "Company") and The Bank of New York, as trustee (the "Trustee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of June 1, 1993 (as modified, supplemented and amended to the date hereof, the "Indenture"), in connection with the issuance of the Company's 11-3/4% Senior Secured Notes Due 2003 (the "Securities");

WHEREAS, in connection with the Indenture, the Company and the Trustee entered into the Security and Pledge Agreement, dated as of June 1, 1993 (as modified, supplemented and amended to the date hereof, the "Security Agreement");

WHEREAS, the Company has requested the Trustee to release the security interest in and liens upon the Collateral granted under the Security Agreement; and

WHEREAS, in connection with the release of the security interest in and liens upon the Collateral referred to above, the Company has requested the Trustee to enter into this Agreement, and the Trustee has agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Release of Liens. (a) In consideration of the payment by the Company to the Trustee of the sum of \$79,684,221.05, the Trustee hereby releases, assigns, transfers and delivers to the Company, without recourse and without representation or warranty, all of the Collateral.

2. Further Assurances. From time to time, upon the reasonable request of the Company, the Trustee shall execute, deliver and acknowledge all such further documents, agreements, certificates and instruments delivered to it and do such further acts (together with all such acts regarding such further documents, "Further Acts") as the Company may reasonably request to effectuate the transactions contemplated by this Agreement, including, but not limited to, the release and discharge of all security interests and all other rights and interests that the Trustee has or may have had in any of the Collateral, unless such requested Further Act would be contrary to the applicable law.

KL2:251705.1

UT980457.002

UEPL2059.023

3. **Miscellaneous.** This Agreement may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

4. **Effectiveness.** This Agreement shall become effective on the date when all parties hereto shall have signed a counterpart hereof and shall have delivered (including by way of telecopier) the same to the Company.

- 2 -

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UT980457.003

UEPL2059.024

Oct. 14 2003 11:41AM P3

FAX NO.: 813-612-2584

TRADEMARK FROM: UTC LRM DES

REEL: 002850 FRAME: 0102

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

UNIROYAL TECHNOLOGY CORPORATION

By *Oliver J. Sanny*
Name: *Oliver J. Sanny*
Title: *Vice President*

THE BANK OF NEW YORK,
as Trustee

By _____
Name:
Title:

- 3 -

KLR:252709.3

UT980457.004

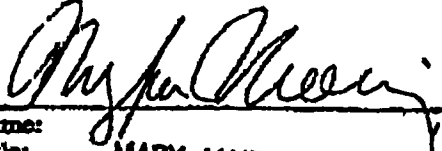
UEPL2059.025

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

UNIROYAL TECHNOLOGY CORPORATION

By _____
Name:
Title:

THE BANK OF NEW YORK,
as Trustee

By 
Name: MARY JANE MORRISSEY
Title: VICE PRESIDENT

KL211703.1

2.2

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UT980457.005

UEPL2059.026

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FAX NO.: 813-612-2584

FROM: UTC LRM DEPT

RECORDED: 10/17/2003

TRADEMARK
REEL: 002850 FRAME: 0104