

05-21-2004



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Tab settings

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

1. Name of conveying party(ies):  
WELLS FARGO BANK, N.A.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other a national banking association

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

2. Name and address of receiving party(ies)  
Name: AIRPAX CORPORATION, LLC  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 807 Woods Road  
City: Cambridge State: MD Zip: 21613

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other a Delaware limited liability company

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Release of Security Interest

Execution Date: 05/14/2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s) See attached.

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Penelope S. Johnson  
Internal Address: Katten Muchin Zavis Rosenman  
Suite 1800  
Street Address: 525 West Monroe Street  
City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Penelope S. Johnson                              Penelope S. Johnson                              05/19/2004  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 7

05/24/2004 ECDOPER 00000050 1325514  
02 FC:8522 40.00 DP 150.00 DP

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

TRADEMARK REEL: 002971 FRAME: 0376

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,325,514	3/19/85	AIRPAX
*0,963,431	7/10/73	AIRPAX
*1,325,446	3/19/85	AIRPAX
*1,325,513	3/19/85	AIRPAX
*1,325,447	3/19/85	AIRPAX
*1,352,511	8/6/85	CARDGARD
*1,114,440	3/6/79	SNAPAK

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of May 14, 2004 ("Effective Date") by and between AIRPAX CORPORATION, LLC, a Delaware limited liability company (formerly known as Airpax Acquisition, LLC), with its principal office at 807 Woods Road, Cambridge, Maryland 21613 ("Grantor"), and WELLS FARGO BANK, N.A., a national banking association, with its principal office at 555 Montgomery Street, 17th Floor, San Francisco, California 94104 ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Agreement by and between Grantor and Grantee dated February 16, 1999 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the registered trademarks and service marks of the Grantor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks"), all licenses of Trademarks to or by Grantor, all reissues, extensions or renewals of any of the Trademarks or licenses of Trademarks, all of the goodwill of the business connected with the use of, and symbolized by the Trademarks or licenses of Trademarks, and all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license, including, without limitation, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith;

**WHEREAS**, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Revolving Credit and Term Loan Agreement by and between Grantor and Grantee dated February 16, 1999 (the "Credit Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 15, 1999, at Reel 1870, Frame 0799; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

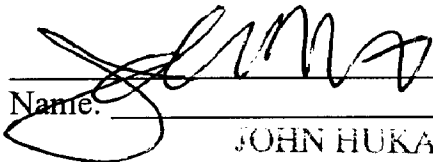
instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

Notwithstanding the termination of the Trademark Security Agreement herein, all obligations of Grantor under the Trademark Security Agreement which by their terms are intended to survive termination shall continue in full force and effect.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantor and Grantee have caused this Release to be executed by its duly authorized representative as of the Effective Date.

**WELLS FARGO BANK, N.A.**

  
Name: \_\_\_\_\_  
Title: JOHN HUKARI  
Vice President

**AIRPAX CORPORATION, LLC**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Grantee have caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, N.A.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AIRPAX CORPORATION, LLC

*Dennis K. Karr*

Name: DENNIS K. KARR

Title: PRESIDENT

**SCHEDULE A**

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