SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		10/01/2008	Federal Bank: NEW JERSEY

#### **RECEIVING PARTY DATA**

Name:	Electronic Label Technology, Inc.
Street Address:	708 West Kenosha
City:	Broken Arrow
State/Country:	OKLAHOMA
Postal Code:	74012
Entity Type:	CORPORATION: OKLAHOMA

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2199659	ELT
Registration Number:	2304559	ELT POWERSUITE
Registration Number:	1816665	LABELMASTER

### **CORRESPONDENCE DATA**

Fax Number: (913)451-0875

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9134515100

Email: ipdocketing@lathropgage.com

Correspondent Name: Amy M. Brozenic Address Line 1: 10851 Mastin Blvd. Address Line 2: Bldg. 82, Suite 1000

Address Line 4: Overland Park, KANSAS 66210

NAME OF SUBMITTER:	Amy M. Brozenic
Signature:	/AMB/

**TRADEMARK REEL: 003909 FRAME: 0986** 

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Date:	12/29/2008	
Total Attachments: 6		
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TRADEMARK
REEL: 003909 FRAME: 0987

### MORTGAGE (OKLAHOMA)

AFTER RECORDING, MAIL TO: Patton Boggs LLP 2001 Ross Avenue, Suite 3000 Dallas, Texas 75201 Attn: ANGELIQUE LEHMANN

NAME AND ADDRESS OF PREPARER: Patton Boggs LLP 2001 Ross Avenue, Suite 3000 Dallas, Texas 75201 Attn: Angelique Lehmann, Esq.

RECORDER'S STAMP

### RELEASE OF COMMERCIAL MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

Tulsa County, Oklahoma – ELECTRONIC LABEL TECHNOLOGY, INC.

THAT THE UNDERSIGNED, the legal and equitable owner and holder of those certain Obligations (as defined in the Mortgage described below) of Electronic Label Technology, Inc., an Oklahoma corporation, to PNC Bank, National Association, secured by that certain Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Rents, dated as of December 30, 2004, executed by Electronic Label Technology, Inc., recorded as Instrument No. 2005078982 on July 7, 2006 of the Tulsa County Clerk's Office (the "Mortgage"), said Obligations being secured by a Mortgage lien against the property described on Exhibit "A" attached hereto and incorporated herein, for good and valuable consideration paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, hereby RELEASES AND DISCHARGES the above described property from said lien or liens.

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RELEASE OF COMMERCIAL MORTGAGE TULSA COUNTY OKLAHOMA - Page 1 406487.02

TRADEMARK

REEL: 003909 FRAME: 0988

### EXHIBIT "A"

### PROPERTY DESCRIPTION

[see attached]

**REEL: 003909 FRAME: 0989** 

PNC BANK, NATIONAL ASSOCIATION,

national banking association, perso	By:
he/she signed and delivered said i voluntary act of said corporation fo	I notarial seal this 1 <sup>st</sup> day of October, 2008.
ELIZABETH TALBERT  Notary Public, State of Texas  My Commission Expires	Notary Public
My Commission Expires April 09, 2009	

My Commission Expires:

RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT is

made this 1st day of October, 2008, by PNC Bank, National Association ("PNC"), located at

2100 Ross Avenue, Suite 1850, Dallas, Texas 75201 ("Secured Party"), in favor of, Electronic

Label Technology, Inc., an Oklahoma corporation located at 708 West Kenosha, Broken Arrow,

Oklahoma 74012 ("Debtor").

WHEREAS, reference is made to that certain Revolving Credit and Security Agreement

dated December 30, 2004 (the "Credit Agreement"), by and between, Debtor and Secured Party.

WHEREAS, in connection with the Credit Agreement, Debtor entered into a Patent and

Trademark Security Agreement dated December 30, 2004 (the "Patent and Trademark Security

Agreement" and together with the Credit Agreement, collectively the "Security Agreements")

granting Secured Party a continuing lien and security interest in all of the right, title, and interest

of such Debtor in and to the Patents and Trademarks (as defined in the Patent and Trademark

Security Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are herein confirmed, Secured Party hereby releases and terminates its lien and security

interest in and to the Patents and Trademarks granted in the Security Agreements including.

without limitation, the patent, trademarks, trademark registrations (together with any reissues,

continuation or extensions thereof) and the patent and trademark applications described in the

schedules attached to the Patent and Trademark Security Agreement recorded with the United

States Patent and Trademark Office on January 4th, 2005 at both Reel/Frame: 016105/0405 and

Reel/Frame: 3100/0546, and listed on Schedule 1 hereto.

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TRADEMARK

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# Schedule 1 IP COLLATERAL

# **PATENTS**

Title	Patent Number	Type	Reel/Frame; Date	
Toner Cartridge Patent	6,603,933	1	•	dd
<u> </u>			1/04/2005	

# TRADEMARKS

Title	Reg No.	Type	Reel/Frame; Date
Label Master and Design	1,816,665	U.S. Registered	3100/0546 dd 1/05/2005
		Trademark	
StoreFront	2,137,184	U.S. Registered	3100/0546 dd 1/05/2005
		Trademark	
ELT PowerSuite	2,304,559	U.S. Registered	3100/0546 dd 1/05/2005
		Trademark	
ELT	2,199,659	U.S. Registered	3100/0546 dd 1/05/2005
		Trademark	
ZipEze	2,468,378	U.S. Registered	3100/0546 dd 1/05/2005
		Trademark	
RipEze	2,381,186	U.S. Registered	3100/0546 dd 1/05/2005
		Trademark	

TRADEMARK REEL: 003909 FRAME: 0992

IN WITNESS WHEREOF, Secured Party has caused this Release of Patent and Trademark Security Agreement to be duly executed by its authorized officer as of the day and year first written above.

PNC Bank, National Association

Name: TIMOTH & CULVER

VICE PRESIDENT

**REEL: 003909 FRAME: 0993**