

01-30-2002

Form PTO-1594 F  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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101964535

U.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 of America, N.A.,  
successor-in-interest to NationsBank, N.A.  
  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other National banking association

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

2. Name and address of receiving party(ies)  
  
Name: NEWBOLD CORPORATION  
Internal  
Address: \_\_\_\_\_  
Street Address: 450 Weaver Street  
City: Rocky Mount State: VA Zip: 24151  
  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Virginia  
 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

3. Nature of conveyance:  
  
10-29-01  
  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release and Reassignment of Interest in  
Patents and Trademarks  
Execution Date: October 25, 2001

4. Application number(s) or registration number(s):  
  
A. Trademark Application No.(s)  
  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) See Attached

5. Name and address of party to whom correspondence  
concerning document should be mailed.  
  
Name: George D. Dickos  
Internal Address: Kirkpatrick & Lockhart LLP  
  
  
Street Address: Henry W. Oliver Building  
535 Smithfield Street  
City: Pittsburgh State: PA Zip: 15222-2312

6. Total number of applications and  
registrations involved:..... 14

7. Total fee (37 CFR 3.41).....\$ 365.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
11-1110  
  
(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.*

George D. Dickos  
Name of Person Signing

George D. Dickos  
Signature

October 29, 2001  
Date

01/29/2002 DBYRNE 00000308 1592867

Total number of pages including cover sheet, attachments, and document: 13

01 FC:481 40.00 DP  
02 FC:482 325.00 DP

**Bank of America, N.A.,  
successor-in-interest to NationsBank, N.A.**

4B.	0054697	1592867
	0147447	2017172
	0401886	2017170
	0591849	2017171
	0666373	1978446
	0667866	2118721
	1638885	
	1666972	

## RELEASE AND REASSIGNMENT OF INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE AND REASSIGNMENT AGREEMENT is made as of the 25th day of October, 2001, between BANK OF AMERICA, N.A., a national banking association (the "Secured Party"), successor-in-interest to NationsBank, N.A., and NEWBOLD CORPORATION, a Virginia corporation (the "Debtor").

### RECITALS

NationsBank, N.A. and the Debtor entered into a first Loan and Security Agreement dated July 17, 1995, and a second Loan and Security Agreement dated April 13, 1999 (collectively, the "Loan Agreements") and a first Patent, Trademark and Trade Name Collateral Assignment and Security Agreement dated July 7, 1995 and a second Patent, Trademark and Trade Name Collateral Assignment and Security Agreement dated April 13, 1999 (collectively, the "Security Agreements") as security for the complete and timely payment of the Obligations (as defined in the Loan Agreements) and the performance of other obligations under the Loan Agreements and the Security Agreements. Under the Security Agreements, Debtor granted to NationsBank, N.A. a security interest in and assigned thereto all its right, title and interest in and to certain patents, trademarks and trade names described on Exhibit "A" attached hereto, together with the goodwill of the business symbolized by any thereof, and in the registrations or applications for registration thereof, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and all provisional patent applications, all collectively defined as the "Patents and Trademarks" under the Security Agreements and hereunder.

The Security Agreements provided that at such time as Debtor paid and performed in full of the Obligations under the Loan Agreements, the Security Agreements would terminate and NationsBank, N.A. would terminate its security interests and reassign the Patents and Trademarks to Debtor.

NationsBank, N.A. was merged with and into the Secured Party and, thus, the Secured Party is the successor-in-interest to NationsBank, N.A.'s rights under the Loan Agreements and the Security Agreements.

Debtor has satisfied the Obligations in a complete and timely manner and is desirous of regaining the full and unencumbered title to the Patents and Trademarks.

THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Terms, which are defined in the Loan Agreements and the Security Agreements and not otherwise defined herein, are used herein as defined therein.

2. In consideration of the complete and timely payment in full of all Obligations of the Debtor to the Secured Party, the Secured Party hereby grants, assigns and conveys to the Debtor all of Secured Party's right, title and interest in and to the Patents and Trademarks and any other patent or trademark applications that Debtor has adopted and used in the U.S. or foreign countries in connection with its business.

3. The Secured Party hereby releases, terminates, waives, relinquishes, and forever discharges any and all security interests, mortgages, pledges, rights, liens, privileges, title and interest whatsoever it has in the Patents and Trademarks or under the Loan Agreements or the Security Agreements.

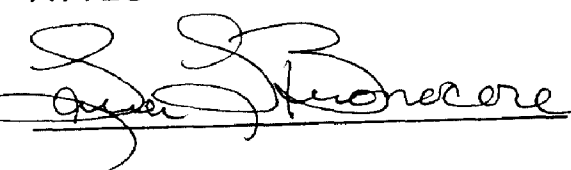
4. The provisions of this Release and Reassignment Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Release and Reassignment Agreement in any jurisdiction.

5. The benefits and burdens of this Release and Reassignment Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

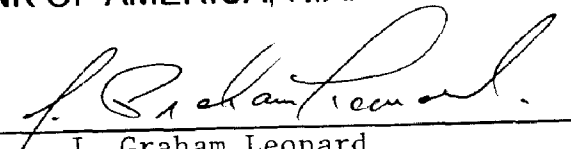
6. The validity and interpretation of this Release and Reassignment Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Virginia.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

  
\_\_\_\_\_

BANK OF AMERICA, N.A.

By:   
J. Graham Leonard  
Title: Vice President  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

NEWBOLD CORPORATION

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

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

BANK OF AMERICA, N.A.

\_\_\_\_\_

By: \_\_\_\_\_

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

ATTEST:

NEWBOLD CORPORATION

\_\_\_\_\_

By:

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

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF Virginia )  
CITY )  
~~COUNTY~~ OF Roanoke )

SS:

On the 25th day of October, 2001, before me, the undersigned authority, a Notary Public in and for the said Commonwealth and County aforesaid, personally appeared J. Graham Leonard, who acknowledged himself/herself to be the Vice President of Bank of America, N.A. and that he/she, as such, being authorized to do so, executed the foregoing Release and Reassignment of Interest in Patents and Trademarks for the purposes stated therein on behalf of Bank of America, N.A.

IN WITNESS WHEREOF, I have set my hand and official seal.

*Coriene M. Dooley*  
Notary Public

My Commission Expires: June 30, 2005

**EXHIBIT "A":  
INTELLECTUAL PROPERTY OWNED BY NEWBOLD**

**SCHEDULE 3.22(A)**

**Schedule of U.S. Trademark Registrations and Applications\***

<u>Reg. No/App. Ser. No.</u>	<u>Mark</u>	<u>Filing/ Issue Date</u>	<u>Int'l Class(es)</u>
Reg. No. 0054697	ADDRESSOGRAPH	6/26/06	7
Reg. No. 0147447	ADDRESSOGRAPH	10/18/21	7
Reg. No. 0401886	ADDRESSOGRAPH	6/15/43	16
Reg. No. 0591849	ADDRESSOGRAPH	6/29/54	2, 16
Reg. No. 0666373	ADDRESSOGRAPH	8/26/58	6
Reg. No. 0667866	ADDRESSOGRAPH	9/30/85	16
Reg. No. 1638885	ADDRESSOGRAPH	3/26/91	7, 8
Reg. No. 1666972	ADDRESSOGRAPH	12/3/91	37
S.N. _____	NEWBOLD and Design	6/11/95	Cl. 7
S.N. _____	NEWBOLD and Design	6/11/95	Cl. 8
S.N. _____	NEWBOLD and Design	6/11/95	Cl. 16
S.N. _____	NEWBOLD and Design	6/11/95	Cl. 37
S.N. _____	NEWBOLD and Design	6/11/95	Cl. 42

\* All U.S. trademark registration assignments by DataCard or its affiliates to NewBold have been recorded with the Assignment Branch of the U.S. Patent & Trademark Office. Some ADDRESSOGRAPH registrations cover design presentations. Filing dates for NEWBOLD and Design applications based on date of express mailing. NewBold has determined generally that it will maintain only those registrations covering core goods and services, and the listing does not include registrations recently abandoned for this reason.

**EXHIBIT "A":  
INTELLECTUAL PROPERTY OWNED BY NEWBOLD  
SCHEDULE 3.22(B)**

**Schedule of Foreign Trademark Registrations & Applications\***

<u>Country &amp; Reg./App. No.</u>	<u>Mark</u>
Benelux No. 055,570	ADDRESSOGRAPH
Brazil No. 005025044	ADDRESSOGRAPH
Brazil No. 002604582	ADDRESSOGRAPH
Canada No. 106,660	ADDRESSOGRAPH
Canada No. 19379/79	ADDRESSOGRAPH
Dominican Republic No. 10,762	ADDRESSOGRAPH **
Finland No. 10,332	ADDRESSOGRAPH **
France No. 1364851	ADDRESSOGRAPH †
France No. 1303857	ADDRESSOGRAPH
Germany No. 470 740	ADDRESSOGRAPH
Ireland No. 36,367	ADDRESSOGRAPH
Israel No. 3,274	ADDRESSOGRAPH **
Israel No. 3,273	ADDRESSOGRAPH **
Italy No. RM94C/004946	ADDRESSOGRAPH
Mexico No. 23420	ADDRESSOGRAPH
New Zealand No. 15,405	ADDRESSOGRAPH **
Norway	ADDRESSOGRAPH
Portugal No. 151,543	ADDRESSOGRAPH **
South Africa No. 781/19	ADDRESSOGRAPH †
South Africa No. 287/19/2	ADDRESSOGRAPH †
South Africa No. 287/19/1	ADDRESSOGRAPH †
Spain No. 672,274	ADDRESSOGRAPH †
Spain No. 35,827	ADDRESSOGRAPH †
Switzerland No. 289,225	ADDRESSOGRAPH



- \* Some foreign registrations of ADDRESSOGRAPH may be in design form. All listed registrations have been assigned to NewBold, but most assignments have not as yet been recorded with applicable authorities.
- \*\* Indicates marks that NewBold has indicated it does not wish to renew, based on market importance. NewBold has also stated generally that it does not wish to renew registrations covering other than core goods and services.
- † Renewal deadlines passed. In some instances, renewal during grace periods may be possible.

**EXHIBIT "A"**  
**INTELLECTUAL PROPERTY OWNED BY NEWBOLD**

Subject	Issue Date	Reg. No.
CompuRegister™	4/24/90	1592867
CompuRegister Design Patent	8/27/91	319458
Model 990 Design Patents  U.S. Canada Ireland Great Britain Norway Japan		354302 73716 10193 2031249 920951 Corresponding number to Norway Patent

EXHIBIT "A:  
INTELLECTUAL PROPERTY OWNED BY NEWBOLD

SCHEDULE 3.22(C)

Schedule of Letters Patent Assigned to NewBold\*

U.S. No. 4,227,453  
U.S. No. 4,256,036 \*\*  
U.S. No. 4,261,260  
U.S. No. 4,261,260  
U.S. No. 4,270,453 \*\*  
U.S. No. 4,273,038  
U.S. No. 4,276,825  
U.S. No. 4,281,596  
U.S. No. 4,324,181  
U.S. No. 5,025,727 †  
U.S. No. 5,193,459 †  
U.S. No. Des. 304,599  
U.S. No. Des. 306,312

\* All U.S. patents that were assigned to NewBold in the DBS and DataCard bulk patent assignments have been recorded with the Assignment Branch of the Patent & Trademark Office. DataCard advises that all foreign patents had been allowed to lapse.

\*\* Patents assignable to NewBold by DataCard or its affiliates, but not yet assigned. DataCard's William Thornton has agreed to secure executed assignment. NewBold tentatively indicates it may want to maintain these patents.

† One of only two U.S. patents that have been assigned to NewBold which NewBold advises it wishes to preserve, acc. to E. Brown letter of 8/25/94.

**EXHIBIT "A":  
INTELLECTUAL PROPERTY OWNED BY NEWBOLD**

**SCHEDULE 3.22(D)**

**Schedule of Copyrighted Works and Copyright  
Registrations and Applications**

NewBold holds copyrights in all works of authorship created by its employees within the scope of their employment.

NewBold has not registered or applied to register any of its copyrighted works.

**EXHIBIT "A:  
INTELLECTUAL PROPERTY OWNED BY NEWBOLD**

**SCHEDULE 3.22(E)**

**Schedule of Material Intellectual Property Licenses**

March 26, 1994 Limited Trademark License between Datacard Corporation and NewBold Corporation.

NewBold Independent Sales Organization Agreements, Distributorship Agreements, Dealer Agreements and Manufacturer Representative Agreements accord limited authority to use NewBold trademarks and service marks.

License from Janome-Credia Co., Ltd., Japan, regarding manufacture of Model 930 electric imprinter.

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