

03-16-1999



DEPARTMENT OF COMMERCE
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Form PTO-1594
1-31-92

RECORDATION FORM
TRADEMARK

100984372

To the Honorable Commissioner of Patents and Trademarks: Please

md 3-8-99

1. Name of conveying party(ies):
Chase Manhattan
 Individuals
 Association
 General Partnership -
 Corporation-
Additional name(s) of conveying party(ies) attached? Yes X No

1999 MAR -8 PM 2:05
OP/AT/...

2. Name and address of receiving party(ies):
Name: Marathon Power Technologies Company
Internal Address:
Street Address: 8233 Imperial Drive
City: Waco State: Texas ZIP: 76712
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
X Corporation Delaware
Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X 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
X Release
Execution Date: 12/3/98

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

Trademark Registration No.(s)\
1,001,746
1,330,727
1,347,534

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036
Client/matter 1104031-0102 May Yip

6. Total number of applications and registration involved: 3
7. Total fee (37 CFR 3.41): \$90.00
X Enclosed (enclosed with original submission)
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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.
-Meredith Schorr
Name of Person Signing
Signature: Meredith Schorr
Date: 3/5/99
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

file ok

10/1999 JMWTKINS 00000005 1001746
40.00 OP
50.00 OP
FC:401
FC:402

TRADEMARK RELEASE

This Release granted on this 3rd day of December, 1998, by the Chase Manhattan as Collateral Agent ("Collateral Agent"), to Marathon Power Technologies Company, a Delaware corporation ("Assignor"), as follows:

WITNESSETH

WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Security Agreement, dated August 8, 1997, between the Collateral Agent and the Assignor (the "Security Agreement")); and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to the date hereof for infringement of any of the Marks or unfair competition regarding the same, and granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on October 14, 1997 at Trademark Reel 1644, Frame 0520 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has

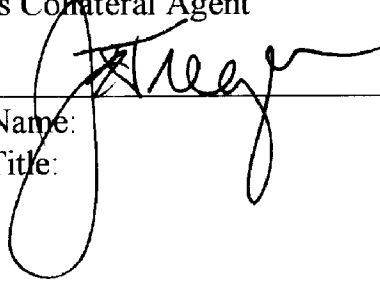
caused this instrument to be executed under seal on the date first written above.

The Chase Manhattan Bank
as Collateral Agent

By

Name:

Title:

A handwritten signature in black ink, appearing to read "J. J. Gray", is written over a horizontal line. The signature is stylized and cursive.

STATE OF NEW YORK)

)ss.:

COUNTY OF NEW YORK)

On this 8th day of February, 1999, before me personally appeared **James Treger**, to me known who, being by me duly sworn, did depose and say that he/she is **Vice President** of **THE CHASE MANHATTAN BANK** described herein and which executed the foregoing instrument and that he/she signed his/her name threto pursuant to the authority granted by **THE CHASE MANHATTAN BANK**.



Notary Public

VILMA FRANCIS
Notary Public, State of New York
No. 01FR6002228
Qualified in Kings County
Certified in New York County
Commission Expires February 2, 2000

SCHEDULE A

	<u>Reg. No.</u>	<u>Reg. Date</u>
MARATHON (and Design)	1,001,746	01-14-75
MARATHON	1,330,727	04-16-85
SUPERPOWER	1,347,534	07-09-85