

MRP 4-22-99

04-29-1999



HEET

JLY

Docket No.:

17163-15

Tab settings

To the Honorable Commissioner of Patents and Trademarks
101023212

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Johnson & Hoffman Manufacturing Corp.
c/o American Engineered Components Inc.
145 Newton Street
Brighton, Massachusetts

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Interest
- Merger
- Change of Name

Execution Date: April 14, 1999

2. Name and address of receiving party(ies):

Name: Foothill Capital Corporation

Internal Address: _____

Street Address: 7443 Lee Davis Road, Suite 200

City: Mechanicsville State: VA ZIP: 23111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

784,319

784,322

Additional numbers Yes No

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

Name: David D. Lowry, Esq.

Internal Address: Box IP, 18th Floor

Street Address: Brown, Rudnick, Freed & Gesmer, LLP

One Financial Center

City: Boston State: MA ZIP: 02111

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

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0369

DO NOT USE THIS SPACE

04/28/1999 JSNABAZZ 00000142 784319

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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.

David D. Lowry

Name of Person Signing

Signature

April 21, 1999

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1889 FRAME: 0282

TERMINATION OF TRADEMARK SECURITY INTEREST
Foothill Capital Corporation

This is a Termination of Security Interest, dated April 14, 1999, executed by Foothill Capital Corporation, a CALIFORNIA corporation (the "Secured Party"), releasing all security interests of Secured Party in the Intellectual Property Collateral (defined below) owned by Johnson & Hoffman Manufacturing Corporation, a New York corporation (the "Debtor").

Recitals

WHEREAS, The Staver Company Incorporated ("Staver") granted Secured Party a security interest in its Intellectual Property Collateral (the "Security Interest"), as evidenced by the Security Agreement between Staver and Secured Party recorded in the United States Patent and Trademark Office on December 11, 1998 at Reel 1827, Frame 0186 for two trademark registrations (collectively the "Security Agreements");

WHEREAS, the Debtor subsequently purchased all of the assets of Staver related to Staver's metal stamping business (on December 31, 1998), including, but not limited to, property relating to the research and development, design, manufacture, supply, sales and distribution of metal stamped parts and components (the "Metal Stamping Business"), including but not limited to, Staver's Intellectual Property Collateral;

WHEREAS, the Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Security Agreements that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following term has the meaning set forth below:

"Intellectual Property Collateral" means all of the Debtor's right, title and interest in and to all registered and unregistered trademarks, service marks, collective membership marks, the respective goodwill associated with each, renewals thereof, licenses thereunder, and any other intellectual property assets included in the Security Agreements and related to the Metal Stamping Business, all as presently existing or hereafter arising or acquired. The Intellectual Property Collateral shall include, without limitation, the following patents and trademarks:

