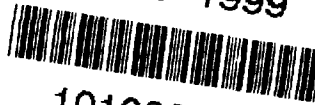


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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/18/1999 JSRABAZZ 00000132 1233321

FOR OFFICE USE ONLY

01 FC:401 40.00 OP
02 FC:482 75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to
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REEL: 001897 FRAME: 0968

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1233321"/>	<input type="text" value="1056909"/>	<input type="text"/>
<input type="text" value="1218932"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1057457"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Carole S. Moorehouse

Name of Person Signing

Carole S. Moorehouse

Signature

5/11/99

Date Signed

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "Release") is made as of May 6, 1999, by **Harris Trust and Savings Bank**, as Agent, an Illinois banking corporation. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Barjan Products, L.P., a Delaware limited partnership (the "Borrower"), The Northern Trust Company, an Illinois banking corporation, (the "Original Agent") and Harris Trust and Savings Bank, an Illinois banking corporation ("Harris") in its capacity as agent for the "Lenders" are each a party to that certain Loan Agreement dated as of June 30, 1995 as amended pursuant to that certain Amended and Restated Loan Agreement dated as of October 31, 1995, as further amended pursuant that certain First Amendment to Amended and Restated Loan Agreement dated as of August 30, 1996 and as further amended pursuant to that certain Second Amended and Restated Loan Agreement dated as of February 28, 1997 (collectively referred to as the "Loan Agreement");

WHEREAS, the Original Agent and Harris entered into a certain Intellectual Property Assignment dated as of June 30, 1995 (the "Intellectual Property Assignment"), recorded in the United States Patent and Trademark Office (the "Trademark Office") on July 28, 1995 as Reel No. 1375, Frame No. 0625;

WHEREAS, the Intellectual Property Assignment currently secures, among other things, all indebtedness of the Borrower to the Lenders incurred pursuant to the Loan Agreement; and

WHEREAS, the Borrower has requested that Harris release its security interest in the "Trademark Registrations" and reassign the same to the Borrower;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Harris hereby releases its security interest in the following Trademark Registrations:

(a) the Trademark Registrations listed on EXHIBIT A hereto, and all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in EXHIBIT A hereto;

(b) all reissues, extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by such Borrower against third parties for past, present or future infringement or dilution of the trademark or trademark registration, including the trademark or trademark registration referred to in EXHIBIT A hereto, or for any injury to the goodwill associated with the use of the trademark.

2. Harris hereby reassigns, grants and conveys to the Borrower without any representation, recourse, warranty or undertaking by Harris, all of Harris's right, title and interest in and to the Trademark Registrations.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Harris has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

Harris Trust and Savings Bank, an Illinois banking corporation

By: William P. Robin

Name: WILLIAM P. ROBIN

Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 6th day of May, 1999, before me personally appeared William Robin to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of Harris Trust and Savings Bank, an Illinois banking corporation.



Monica Martella

Notary Public

My Commission Expires:

**EXHIBIT A
TO
RELEASE AND REASSIGNMENT**

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRUCKER TOUGH	1,233,321	April 5, 1983
BARJAN	1,218,932	December 7, 1982
ROAD SHADES	1,057,457	February 1, 1977
ROAD SHADES BY DODSON	1,056,909	January 25, 1977