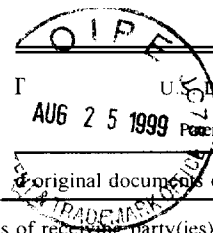


MWD
8-25-99

08-30-1999



101130356



To the Honorable Commissioner

Original document or copy thereof.

1. Name of conveying party(ies):

The Chase Manhattan Bank
(formerly known as Chemical Bank)

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release
- Merger
- Change of Name

Execution Date: June 23, 1999

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

Name: Anaheim Manufacturing Company
(formerly known as AM Holding Corp.)
Internal Address: _____

Street Address: 1215 North 62nd Street

City: Milwaukee State: Wisconsin ZIP: 53213
Country: _____

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

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

B. Trademark No.(s)

1,185,464 1,753,614
1,540,142 1,833,658
1,691,355

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt
Street Address: 2000 Pennsylvania Avenue, NW
Suite 3900
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 5

7. Total fee (37 CFR 3.41): \$140.00

- Enclosed (Check No. 17874)
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

August 25, 1999
Date

Total number of pages comprising cover sheet and document attachments: 6

08/27/1999 MTHAI1 00000164 1185464

01 FC:481
02 FC:482
40.00 OP
100.00 OP

RELEASE
(PATENTS AND TRADEMARKS)

This RELEASE is granted on this 23rd day of June, 1999 by The Chase Manhattan Bank (formerly known as Chemical Bank), a New York banking corporation having an address at 4 Metrotech Center, 13th Floor, Brooklyn, NY 11245 ("Assignor") as collateral agent for the Secured Parties (as defined in the Intellectual Property Security Agreement defined below), to Anaheim Manufacturing Company (formerly known as AM Holdings Corp.), a Delaware corporation having an address at 4240 East La Palma Avenue, Anaheim, California 92807 (Assignee"), as follows:

WHEREAS, Assignee and Assignor entered into an Intellectual Property Security Agreement, dated September 15, 1993, which was recorded in the U.S. Patent and Trademark Office against the U.S. patents and patent applications on Schedule I thereto on November 12, 1993 at Reel 6767/Frame 0467, and against the U.S. trademark registrations and applications on Schedule II thereto on November 12, 1993 at Reel 1063/Frame 0080 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Assignee created, granted, assigned, set over, mortgaged, pledged, hypothecated and transferred to Assignor, its successors and its assigns, for the benefit of the Secured Parties (as defined in the Security Agreement, a continuing first priority security interest in all of Assignee's rights, title and interest in, to and under certain Collateral (as defined in the Security Agreement), then or thereafter owned, including but not limited to:

(a) all letters patent of the United States, all registrations and recordings thereof; and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill;

(collectively, the "Patents and Trademarks"), as security for the payment or performance, as the case may be, of the Obligations (as defined in the Security Agreement);

WHEREAS, all the Obligations (as defined in the Security Agreement) have been indefeasibly paid in full (other than those obligations that become payable after the date hereof and are expressly stated to survive repayment of the Loans and termination of the commitments) and the Lenders (as defined in the Security Agreement) have no further commitment to lend under the Credit Agreement (as defined in the Security Agreement), and Assignor desires to terminate its security interest in the Collateral (as defined in the Security Agreement), including but not limited to the Patents and Trademarks.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby terminates its security interest in all rights, title and interest in, to and under the Patents and Trademarks, including, but not limited to, the Patents listed on Schedule A hereto and the Trademarks listed on Schedule B hereto.

Assignor agrees that, from time to time upon the written request of Assignee, the Assignor will execute and deliver such further documents and do such other acts and things as the Assignee may reasonably request, at Assignee's expense, in order fully to effect the purposes of this RELEASE (PATENTS AND TRADEMARKS).

IN WITNESS WHEREOF, Assignor has caused this RELEASE (PATENTS AND TRADEMARKS) to be duly executed by its officer thereunto duly authorized as of the 23rd day of June, 1999.

The Chase Manhattan Bank

By: Neil R. Boylan
Name: NEIL R BOYLAN
Title: MANAGING DIRECTOR

STATE OF New York
COUNTY OF New York

) ss.:

On this 23rd day of June, 1999, before me personally appeared Neil Boylan known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer of The Chase Manhattan Bank.

Elsa V. Griffith
Notary Public

My Commission Expires: subsequent

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2001

THE CHASE MANHATTAN BANK

Schedule A to RELEASE (PATENTS AND TRADEMARKS)

<u>PATENT NO.</u>	<u>PATENT DATE</u>	<u>TITLE</u>	<u>EXPIRATION DATE</u>
4,310,933	1/19/82	Food Waste Disposer Mounting Assembly	1/19/99
4,911,335	3/27/90	Pneumatic Actuated Switch for Hot Water Dispenser	03/27/07

THE CHASE MANHATTAN BANK

Schedule B to RELEASE (PATENTS AND TRADEMARKS)

<u>MARK</u>	<u>LAST ISSUE DATE</u>	<u>REG. NO.</u>
PLUMB-GOODIES	1/12/82	1,185,464
PLUMB E-Z	5/23/89	1,540,142
INSTANT 190	6/9/92	1,691,355
FOR PROS ONLY	2/23/93	1,753,614
COMMANDER	8/10/93	1,833,658