

9-8-99

09-10-1999

101140045

To the Honorable Commissioner of Patents, Please record the attached original document or copy thereof

<p>1. Name of conveying party(ies):          International Nederlanden (U.S) Capital Corporation          ING (U.S.) Capital Corporation          ING (U.S.) Capital LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation: State of Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):          Pacific Precision Metals, Inc. and          PAC FAB Fabrication, Inc.          601 S. Vincent Avenue          Azusa, CA 91702</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation: Delaware  <input type="checkbox"/> Other _____</p>
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<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Termination of Trademark Security Interest</u>          Execution Date: August 27, 1999</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)</p>
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4. Application number(s) or trademark number(s):

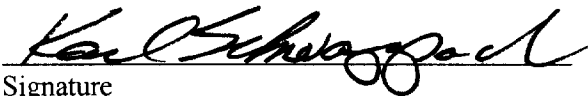
<p>A. Trademark Application No(s).</p>	<p>B. Trademark Registration No(s).          ( 1,781,471; 1801,396; 1815,692; 1,658,028; 1,626,708;          1,834,336 )</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:           Karl Schwappach          FAEGRE &amp; BENSON LLP          2200 Norwest Center          90 South Seventh Street          Minneapolis, MN 55402-3901          (612) 336-3000</p>	<p>6. Total number of applications and registrations involved: <u>6</u></p>
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<p>( 09/09/1999 DNGUYEN 00000283 1781471 )          01 FC:481 40.00 OP          02 FC:482 125.00 OP</p>	<p>7. Total fee (37 CFR 3.41)..... \$165.00  <input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account for underpayment</p> <p>8. Deposit Account number: 06-0029</p>
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DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

<p><u>Karl Schwappach</u>          Name of person signing</p>	<p>          Signature</p>	<p><u>September 3, 1999</u>          Date</p>
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Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231

# TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of August \_\_, 1999, executed by ING (U.S.) Capital LLC (and its predecessors International Nederlanden (U.S.) Capital Corporation and ING (U.S.) Capital Corporation), acting as Administrative Agent for itself and for all other secured parties (collectively, the "Secured Parties"), releasing all security interests of Secured Parties in the Trademark Collateral (defined below) owned by Pacific Precision Metals, Inc. ("PPM"), a Delaware corporation, by itself and as successor in interest to PF Consumer Products, Inc. ("PF"), formerly a California corporation, and to Pac Fab Fabrication, Inc. ("Pac Fab"), formerly a California corporation and sometimes incorrectly referred to as Pacific Fabrication, Inc. (PPM, PF and Pac Fab being collectively referred to as the "Debtor").

## Recitals

WHEREAS, the Debtor granted the Secured Parties a security interest in its Trademark Collateral (the "Security Interest") as defined in the Amended and Restated Supplemental Security Agreement (Trademarks) between PPM and the Secured Parties dated October 31, 1997 and as evidenced by the Supplemental Security Agreement (Trademarks) between Pac Fab and the Secured Parties dated October 31, 1997, recorded in the United States Patent and Trademark Office on November 13, 1997 at Reel 1659, Frame 0859, and as evidenced by a Supplemental Security Agreement (Trademarks) between PPM and the Secured Parties recorded in the United States Patent and Trademark Office on January 2, 1996 at Reel 1422, Frame 0263 (collectively the "Security Agreements");

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

WHEREAS, the Secured Parties are willing to terminate their Security Interest;

NOW, THEREFORE, in consideration of the promises 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. "Trademark Collateral" shall have the meaning set forth in the Security Agreements noted above. The Trademark Collateral shall include, without limitation, the property listed on Schedule 1.

2. Termination of Security Interest. Secured Parties hereby terminate all of the Secured Parties' Security Interest in the Trademark Collateral.

3. Revocation of Power of Attorney. The powers of attorney granted by Debtor to Secured Parties in the Security Agreements are hereby revoked with respect to the Trademark Collateral.

IN WITNESS WHEREOF, Secured Parties have caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

ING (U.S.) CAPITAL LLC (formerly ING (U.S.) Capital Corporation), as Administrative Agent for the Secured Parties

By: Bradford W Pollard  
Name: Bradford W Pollard  
Title: VP

STATE OF CA )  
 ) ss  
COUNTY OF Los Angeles

On this 27<sup>th</sup> day of August, 1999 before me personally appeared Bradford Wayne Pollard, to me personally known, who being by me duly sworn says that he is the agent of ING (U.S.) CAPITAL LLC, duly authorized to execute this instrument for ING (U.S.) CAPITAL LLC and that said execution was the free act and deed of ING (U.S.) CAPITAL LLC.

Rene A Mabeus  
Notary Public



Schedule 1 to Termination of Trademark Security Interest

**Federal Trademark Registrations**

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
MEDCAB	1,781,471	7/13/93
MULTI CRUSH (Stylized)	1,801,396	10/26/93
design only	1,815,692	1/11/94
EASY CRUSH! and design	1,658,028	9/24/91
THE CRUSHER! and design	1,626,708	12/11/90
CRUSH & STORE	1,834,336	5/3/94

**Trademark Applications**

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Country</u>
THE CRUSHER Rack	00058604		European Community

**State Trademark Registrations**

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Registration Date</u>
The CRUSHER and design	California	91,281	1/9/90