

07-24-2000

OVER SHEET  
ONLY

6.29.00

Tab settings: →→→



101412691

To the Honorable Commission

1. Name of conveying party(ies)

Heller Financial, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

Execution Date: 3/31/00

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

A. Trademark Application No.(s)

B. Trademark Registration No(s):

1,920,434 1,932,787 1,373,693  
1,950,335 1,117,647

Additional numbers attached? ☐ Yes ☒ No

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

Terri Branson

Name:

Lewis, Rice & Fingersh, L.C.

Internal Address:

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved:

5

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

X Enclosed

☐ 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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01 FC:481 40.00 DP  
02 FC:482 100.00 DP

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.

Terri Branson

Name of Person Signing

Signature

6/20/00

Date

Total number of pages comprising cover sheet: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, DC 20231

TRADEMARK  
REEL: 002107 FRAME: 0614

This Release granted on this 31<sup>st</sup> day of March, 2000 by HELLER FINANCIAL, INC., as Agent together with its successors and assigns ("Grantee"), to BENCHMARK INDUSTRIES, LLC, a Delaware limited liability corporation, ("Grantor"), as follows:

WHEREAS, the Grantor has heretofore granted to Grantee, a Security Interest in certain U.S. trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses (the "Marks") more particularly set forth on Schedule I attached hereto to secure the Obligations of the Grantor as defined in the Trademark Security Agreement between the parties dated March 9, 1999 (the "Trademark Security Agreement"); and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent together with its successors and assigns, the Grantee hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Marks, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses set forth on Schedule I hereto granted to Grantee by the Grantor pursuant to the Trademark Security Agreement.

TRADEMARK  
REEL: 002107 FRAME: 0615

SCHEDULE I  
TRADEMARK SECURITY AGREEMENT

**Insert Name of Grantor**

Reel/Frame: 001926/0323  
Recordation Date: 07/12/1999

**U.S. TRADEMARKS**

**Mark**

**Registration No.**

**Registration Date**

**SEE ATTACHED**

**U.S. TRADEMARK APPLICATIONS**

**Mark**

**NONE**

**Filing Date**

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>FIRST USE</u>	<u>COUNTRY</u>
Benchmark	1,950,335	1/23/96	4/0/77	USA
B	1,932,787	11/7/95	1/1/94	USA
B	1,920,434	9/19/95	1/1/94	USA
Benchmark	1,373,693	12/3/85	0/0/79	USA
Benchmark Clock Co.	1,117,647	5/8/79	4/15/77	USA
Benchmark	318,784	9/19/86	3/15/85	Canada
Benchmark	448,384	9/29/95	1/0/92	Canada
Benchmark	477,224	10/18/94	1/1/92	Mexico
Benchmark	8,107	10/27/95		Puerto Rico