FORM PTO-1594 (Rev. 6-93)*•	7 - 24 - 2000 OVER SHEET OS. DEPARTMENT OF COMMERCE
OMB No. 0651-0111 (exp. 4/94)	DNLY 6.29.00
Tab settings: ⇔⇔⇔ τ To the Honorable Commissio	ord the attached original documents or copy thereof.
1. Name of conveying party(is	01412691 and address of receiving party(ies):
1. Name of conveying partytic	Benchmark Industries, LLC
Heller Financial, Inc.	Name:
	c/o Magnet, LLC
	Internal Address:
o Individual(s) o Assoc	
, .	d Partnership Street Address
X Corporation-State - Delaware	d Farthership Greek Address
o Other	City: Washington State MO Zip: 63090
· // /	
Additional name(s) of conveying party(ies) attached?	
3. Nature of conveyance:	o Association
	o General Partnership
o Assignment o Merge	
, -	e of Name o Corporation State
X Other Release of Security Interest	X Other <u>Delaware Limited Liability Company</u>
Evacution Data: 2/21/00	If assignee is not domiciled in the United States, a domestic representative designation is attached: o Yes o No
Execution Date: 3/31/00	(Designations must be a separate document from assignment)
	Additional name(s) & address(es) attached? o Yes X No
4. Application number(s) or patent number	S):
A Trademark Application No. (a)	P. Trademark Posistration Male)
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
	1,950,555 1,117,047
4	Additional numbers attached? O Yes X No
5. Name and address of party to whom cor	· · · · · · · · · · · · · · · · · · ·
concerning document should be mailed:	registrations involved:
Terri Branson	
Name:	
Lewis, Rice & Finger	sh, L.C. 140.00
Internal Address:	7 T-4-1 ((07 OFD 0 44)
	X Enclosed
	Authorized to be aborded to deposit account
	o Authorized to be charged to deposit account
500 N. Broadway, Su	8. Deposit account number:
Street Address:	
St. Louis MO	63102
City: State:	Zip: (Attach duplicate copy of this page if paying by deposit account)
72172000 NTHATT 00000082 1920434	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	DO NOT USE THIS SPACE
FC:481 40.00 DP	DO NOT USE THIS SPACE
FC:481 40.00 DP FC:482 100.00 DP	DO NOT USE THIS SPACE
FC:481 40.00 QP FC:482 100.00 QP 9. Statement and signature.	
FC:481 40.00 QP FC:482 100.00 QP 9. Statement and signature.	DO NOT USE THIS SPACE foregoing information is true and correct and any attached copy is a true copy of
FC:481 40.00 QP 100.00 QP 9. Statement and signature. To the best of my knowledge and belief, the	
FC:481 40.00 QP 100.00 QP 9. Statement and signature. To the best of my knowledge and belief, the	
FC:481 40.00 OP 100.00 OP 9. Statement and signature. To the best of my knowledge and belief, the the original document.	foregoing information is true and correct and any attached copy is a true copy of
FC:481 FC:482 9. Statement and signature. To the best of my knowledge and belief, the the original document. Terri Branson Name of Person Signing	foregoing information is true and correct and any attached copy is a true copy of [UU] Mpsa 6/20/00

Mail documents to be recorded with required cover sheet information to:

Commissionr of patents & Trademarks, Box Assignments

Washington, DC 20231

RELEASE

This Release granted on this 31st 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:

WITNESSETH

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

WHEREAS, the Agent together with its successors and assigns, the Grantee wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule I hereto.

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.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

Dated: March 31, 2000	HELLER FINANCIALING., as Agent
	By:
[SEAL]	Name: Betie Kempt
	Title: Vue President
State of Illinois)	
) ss.	
County of Cook)	
On this 31st day of March 2000,	before me personally appeared
	, to me known who, being by me duly sworn, did depose and say
	of Heller Financial, Inc., described herein and which executed
the foregoing instrument and that (s)he s	igned his name thereto pursuant to the authority granted by Heller
Financial, Inc.	
A STATE OF THE STA	Rhonda M. Schert
F OFFICIAL SEAL }	Notary Public
3 United States	
BHONDA M SCHEIDT	My Commission Expires: 2-5-01
MOTARS PUBLIC, STATE OF BUILDINGS &	

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 REEL: 002107 FRAME: 0616

TRADEMARK REGISTRATIONS

<u>MARK</u>	REG. NO.	ISSUE DATE	FIRST USE	COUNTRY
Benchmark	1,950,335	1/23/96	4/0/77	USA
В	1,932,787	11/7/95	1/1/94	USA
В	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

RECORDED: 06/29/2000

TRADEMARK REEL: 002107 FRAME: 0617