

7-13-00



101426255

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Heller Financial, Inc.

Individual(s)                       Association  
 General Partnership               Limited  
 Corporation-State Delaware Partnership  
 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: May 2, 2000

2. Name and address of receiving party(ies):  
Name: Nordco Inc.  
Internal Address:  
Street Address: 182 West Oklahoma Avenue  
City: Milwaukee State: WI Zip: 53207

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 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 names(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?

B. Trademark registration No.(s)

2,115,591

Yes  No

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

Name: Adam L. Brookman  
Godfrey & Kahn, S.C.  
Internal Address:  
Street Address: 780 N. Water Street  
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[ 1 ]

7. Total fee (37 CFR 3.41): .....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account for any deficiencies

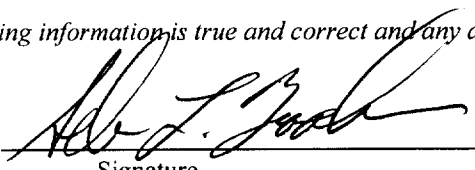
8. Deposit account number: 07-1509

(Attach duplicate copy of this page if paying by deposit account)

08/08/2000 DNGUYEN 00000311 2115591  
01 F8:401 40.00 DP

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.*

Adam L. Brookman                                            7/7/00  
Name of Person Signing                      Signature                      Date

Total Number of pages, including cover sheet and attachments: [4]

RELEASE

This Release granted on this 2<sup>nd</sup> day of May, 2000, by HELLER FINANCIAL, INC., as Lender ("Lender") to Nordco Inc. a Delaware corporation, ("Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Lender 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 October 9, 1996 (the "Trademark Security Agreement"); and

WHEREAS, the Lender 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 Lender 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 the Lender by the Grantor by 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: May 2, 2000

HELLER FINANCIAL, INC., as Lender

[SEAL]

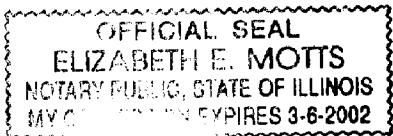
By: [Signature]  
Name: Christopher M. Janc  
Title: AVP

State of Illinois )  
                          ) ss.  
County of Cook )

On this 2<sup>nd</sup> day of May, 2000, before me personally appeared Christopher M. Janc, to me known who, being by me duly sworn, did depose and say that (s)he is an Assistant Vice President of Heller Financial, Inc., described herein and which executed the foregoing instrument and that (s)he signed his name thereto pursuant to the authority granted by Heller Financial, Inc.

[Signature]  
Notary Public

My Commission Expires: March 6, 2002



SCHEDULE I  
TRADEMARK SECURITY AGREEMENT

**Insert Name of Grantor**

Reel/Frame: 1582 / 0507  
Recordation: 05/07/1997

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	See attached Schedule 1	

SERVICE MARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>
	See attached Schedule 1	

LICENSES

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>
	See attached Schedule 1	

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

1. Nordco (application filed with U.S. Patent and Trademark Office July 23, 1996). 75/130, 463 07/23/96
2. Nordberg (licensed).

SERVICE MARKS

None

LICENSES

1. Trademark License Agreement dated as of May 4, 1987 by and between Process Machinery Company and Nordco (formerly known as Railway Maintenance Equipment Company) in connection with the worldwide, royalty-free exclusive license of the mark "Nordberg."
2. Letter Agreement dated January 20, 1988 from Rexnord to Nordco regarding consent to use "Nordco."
3. Letter of Consent dated April 10, 1995 between Nordberg Inc. and Nordco pursuant to which Nordberg consents to the worldwide use and registration of "Nordco" as a trademark by Nordco.

-DOCUMENT #: CHGO01A (38238-00086-3) 248723.1;DATE:10/02/96/TIME:11:08 -