

12-05-2000



101540266

MRS  
12-5-00

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

National Semi-Trailer Corp.  
7208 Sand Lake Road  
Suite 202  
Orlando, FL 32819

A Michigan Corporation

2. Name and address of receiving party:

First Union National Bank  
301 South College Street  
19<sup>th</sup> Floor  
Charlotte, NC 28288

A national banking association

3. Nature of conveyance: Termination and Release of Security Interests in Certain Trademarks, attached hereto as Exhibit 1.

Execution date: November 22, 2000

4. Application numbers and registration numbers:

- A. Trademark registration numbers:

<u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
National Semi-Trailer Corp.	1,602,895	6/19/90

12/05/2000 DNGUYEN 00000200 1602895

01 FC:481

40.00 DP

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

Melanie J. Brockway, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

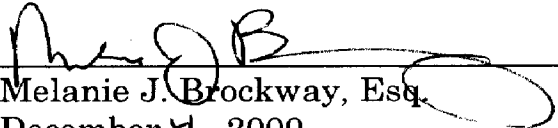
6. Total number of applications and registrations involved: 1

7. Total fee enclosed: \$40

8. Deposit account number: Not applicable

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.

  
Melanie J. Brockway, Esq.  
December 4, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules):

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

United States Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4  
Room 335  
Washington, D.C. 20231

**TERMINATION AND RELEASE  
OF SECURITY INTERESTS  
IN CERTAIN TRADEMARKS**

**TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS** (the "Release"), dated as of November 22, 2000, by **FIRST UNION NATIONAL BANK**, a national banking association with an office at 301 South College Street, 19<sup>th</sup> Floor, Charlotte, North Carolina 28288, as agent (the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Banks") which are parties to the Second Amended and Restated Credit Agreement, dated as of May 22, 1998 (as amended and in effect from time to time, the "Credit Agreement"), among National Semi-Trailer Corp., the Agent and the Banks.

**WHEREAS**, pursuant to the terms of (i) the Credit Agreement, (ii) the Second Amended and Restated Security Agreement, dated as of May 22, 1998, between National Semi-Trailer Corp. (the "Assignor") and the Agent, (iii) the Second Amended and Restated Trademark Collateral Assignment and Security Agreement, dated as of May 22, 1998 among the Assignor, and the Agent and recorded with the PTO on or about August 21, 1998 (Trademark Reel 1775 and Frame 0274; which amended and restated the assignment dated December 12, 1996 which was recorded on December 17, 1996 at Trademark Reel 1537 and Frame 0371; which amended and restated the assignment dated August 16, 1993 which was recorded on August 17, 1993 at Trademark Reel 1017 and Frame 0494), (iii) the Quitclaim/ Assignment, between the Assignor and the Agent and recorded with the PTO on or about July 31, 2000 (Trademark Reel 2128 and Frame 0555), and (iv) the Trademark Security Agreement, between the Assignor and the Agent and recorded with the PTO on or about July 31, 2000 (Trademark Reel 2128 and Frame 0572), each for the purpose of securing certain obligations of the Assignors to the Agent, on behalf of itself and the Banks; and

**WHEREAS**, pursuant to the Credit Agreement, the Security Agreement and the Trademark Agreement, the Assignor granted to the Agent, for the benefit of the Banks, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Exhibit A attached hereto) (such trademarks referred to herein as the "Named Trademarks"); and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Assignor hereby agree as follows:

1. **Release and Assignment**. The Agent hereby terminates and releases its security interest in and first priority lien on all of the Assignor's Named Trademarks, and the Agent hereby assigns and transfers to the Assignor, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.



**EXHIBIT A**

Trademark	Registration No.	Registration Date
National Semi-Trailer Corp.	1602895	June 19, 1990