

01-09-2001



101575763

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☒ Other Release of Security Agreement and Assign-
ment of Patents and Trademarks and Assign-
ment of Patents

Conveying Party

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name BANK ONE, TEXAS, N.A.

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other a national banking association
- ☐ Citizenship/State of Incorporation/Organization

1148191

Receiving Party

☐ Mark if additional names of receiving parties attached

Name HENSLEY INDUSTRIES, INC.

DBA/AKATA fka G.H. HENSLEY INDUSTRIES, INC.

Composed of

Address (line 1) 4900 Woodway, Suite 1200

Address (line 2)

Address (line 3) Houston

Texas

State/Country

77056

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an
assignment and the receiving party is
not domiciled in the United States, an
appointment of a domestic
representative should be attached.
(Designation must be a separate
document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/08/2001 MTHAI1 00000195 1148191

01 FC:481
02 FC:482

40.00 OF
125.00 OF

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

REEL: 002209 FRAME: 0246

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (713) 654-8111

Name

Alfred M. Meyerson

Address (line 1)

Thompson Knight Brown Parker & Leahy, LLP

Address (line 2)

1200 Smith Street, Suite 3600

Address (line 3)

Houston, Texas 77002

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74,900	1,011,885	
74,901	1,801,867	
1,148,191	1,641,047	

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 165.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Alfred M. Meyerson

Name of Person Signing

Signature

December 14, 2000

Date Signed

**RELEASE OF SECURITY AGREEMENT AND
REASSIGNMENT OF PATENTS AND TRADEMARKS**

THIS RELEASE OF SECURITY AGREEMENT AND REASSIGNMENT OF PATENTS AND TRADEMARKS ("Agreement"), effective as of the 1st day of December, 2000, is executed by **BANK ONE, TEXAS, N.A.** (the "Lender"). The Lender is the present legal and equitable owner and holder of those certain promissory notes as described below executed by **GH HENSLEY INDUSTRIES, INC.**, now known as **HENSLEY INDUSTRIES, INC.** (the "Borrower").

On December 13, 1996 Borrower and Lender entered into that certain Credit Agreement (the "Loan Agreement") pursuant to which the Lender agreed to make (i) a revolving credit loan up to an amount of \$8,500,000.00 (the "Revolving Loan"), (ii) a term loan in the amount of \$10,080,710.00 (the "Equipment Loan"), (iii) a term loan in the amount of \$1,952,998.00 (the "Real Estate Loan") and (iv) an advancing term loan in the amount of up to \$4,000,000.00 (the "Capital Expenditure Loan"), the Revolving Loan was evidenced by that certain promissory note of even date therewith in the original principal amount of \$8,500,000.00 (the "Revolving Credit Note"), the Equipment Loan was evidenced by that certain promissory note of even date therewith in the original principal amount of \$10,080,710.00 (the "Equipment Note"), the Real Estate Loan was evidenced by that certain promissory note of even date therewith in the original principal amount of \$1,952,998.00 (the "Real Estate Note"), and the Advancing Loan was evidenced by that certain promissory note of even date therewith in the original principal amount of \$4,000,000.00 (the "Capital Expenditure Note"; the Revolving Credit Note, the Equipment Note, the Real Estate Note and the Capital Expenditure Note are herein collectively called the "Notes").

As security for the payment of principal of and interest on the Notes and as security for the other obligations set forth in the Loan Agreement, Borrower granted to Lender a security interest in all of its right, title and interest in and to all "Patents" and "Trademarks" in the name of Borrower, relating to the technology, know how, and processes involved in producing or providing Borrower's products and services and granted to Lender a power of attorney to foreclose upon and sell Borrower's interests in the Patents and Trademarks (hereinafter collectively referred to as the "Collateral") under the circumstances set forth in the Security Agreement.

On December 17, 1996, the United States Department of Commerce, Patent and Trademark Office, recorded the Security Agreement/Assignment in **Reel/Frame No. 8274/0922** relating to the Collateral described on Schedules "A" and "B" attached hereto and incorporated herein for all purposes.

For and in consideration of the full and final payment of the Notes and all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, Lender has RELEASED and DISCHARGED, and by these presents hereby RELEASES and DISCHARGES, the Collateral from all liens held by the Lender, whether securing the Notes and indebtedness or otherwise. Lender expressly releases all present and future rights to establish or enforce the liens evidenced by the Loan Agreement and/or Security Agreement as security for the payment of any future or other indebtedness of any person or entity to Lender. Additionally, Lender does hereby

ASSIGN, SELL, GRANT AND CONVEY to Borrower, its successors and assigns, Lender's ENTIRE RIGHT, TITLE AND INTEREST in the Collateral attached hereto and made a part hereof on Schedules "A" and "B".

EXECUTED to be effective December 1, 2000.

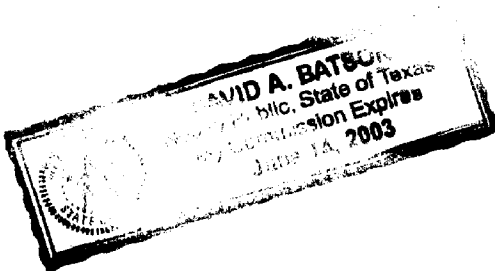
LENDER:

BANK ONE, TEXAS, N.A.,
a national banking association

By: *Gail Waggoner*
Gail W. Waggoner, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

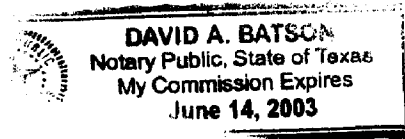
This instrument was acknowledged before me on the 30th day of November, 2000, by Gail W. Waggoner, Vice President of Bank One, Texas, N.A., a national banking association, on behalf of said association.



[Signature]
Notary Public, State of T E X A S

When Recorded Return To:

Susan M. Smith
Thompson Knight Brown Parker & Leahy L.L.P.
1200 Smith Street, Suite 3600
Houston, Texas 77002



SCHEDULE A

REGISTERED PATENTS

January 24, 1995

Patent #	Registration Date	Description	Attorney or Firm
4,516,339	05/14/85	Combination excavating bucket, shank and digging teeth	Harris, Tucker & Hardin Dallas
4,716,667	01/05/88	Excavating tooth and wear cap assembly	Strasburger & Price
4,823,487	04/25/89	Resilient flex pin apparatus for excavating tooth point and adapter assemblies	Harris, Tucker & Hardin
506,310	07/11/80	Excavating bucket and teeth for a backhoe	"
588,124	01/04/90	Excavating tooth and wear cap assembly (Australia)	"
1,272,750	08/14/90	Excavating tooth and wear cap assembly (Canada)	"
1,282,812	04/09/91	Resilient flex pin apparatus for excavating tooth point and adapter assemblies (Canada)	"
328,466	08/08/92	Excavator Tooth	"
329,243	09/08/92	Loader Tooth	"
5,144,762	09/08/92	Wear indicating and tooth stabilizing systems for excavating and adapter assemblies	"
5,311,681	05/17/94	Retaining Mechanism	"
5,331,754	07/26/94	Resilient, Ratcheted Wedge and Spool Retaining Structure for Tooth	Konneker, Bush, Hitt & Chwang Dallas
5,361,520	11/08/94	Locking Pin Apparatus	Harris, Tucker & Hardin
4,449,309	05/22/84	Flat bottom bucket and digging teeth	Harris, Tucker & Hardin

Patent #	Registration Date	Description	Attorney or Firm
4,251,933	02/24/81	Lip and teeth in combination with a flat bottom bucket	Marcus L. Bates
4,321,762	03/30/82	Digging tooth apparatus for V bottom bucket	Marcus L. Bates
5,016,365	05/21/91	Wear parts for excavation apparatus	Strasburger & Price Dallas
4,032,015 ADCO	06/28/77	Bucket cleaner and control for a digging machine	Harris, Tucker & Hardin
4,037,337 ADCO	07/26/77	Excavating bucket and teeth for backhoe	"
4,117,611	10/03/78	Digging teeth for an excavating bucket	"
4,123,861	11/07/78	Method of excavating earth with a bucket	"
4,133,121	01/09/79	Backhoe bucket adapter and pin method and method and apparatus	"
4,098,013	07/04/78	Digging tooth with replaceable cutting edge	"
1,071,263	02/05/80	Excavation bucket and teeth for a backhoe (Canada)	"
5,233,770	08/10/93	Locking pin apparatus	"
641,163	06/05/90	Wear Parts for Excavation Apparatus (Australia)	Strasburger & Price
2018309-8	04/22/91	Wear Parts (Canada)	Strasburger & Price
4207693	06/17/80	Backhoe Bucket Adapter Bushing & Pin Method & Apparatus	Marcus L. Bates

REGISTERED TRADEMARKS

January 24, 1995

TM No.	Registration Date	Trademark	Firm
740,900	11/20/62	Shark Fin	Harris, Tucker & Hardin
740,901	11/20/62	Shark Fin	Harris, Tucker & Hardin
1,148,191	03/10/81	ADCO	Harris, Tucker & Hardin
394,828	10/20/92	Hensley w/ Design Chili	Strasburger & Price
148,351	01/21/94	Hensley w/ Design Columbia	" "
82,294	04/12/93	Hensley w/ Design Costa Rica	" "
B92/2,917	05/04/94	Hensley w/ Design S. Africa	" "
455,169	03/25/94	Hensley w/ Design Mexico	" "
212,689	03/12/76	Hensley w/ Design Canada	Harris, Tucker & Hardin
1,011,885	05/27/75	Hensley w/ Design	Harris, Tucker & Hardin
92,431,863	07/13/93	Hensley France	Strasburger & Price
2,048,109	10/27/93	Hensley Germany	Strasburger & Price
A393392	06/18/90	Hensley Australia	Harris, Tucker & Hardin
1,515,761	07/09/92	Hensley Great Britain	Strasburger & Price
1,801,867	11/02/93	Hensley	" "

TM No.	Registration Date	Trademark	Firm	
1,516,005	01/28/94	Bladesaver Great Britain	Strasburger & Price	
438,572	08/03/93	Bladesaver Mexico	"	"
417,914	10/08/93	Bladesaver Canada	"	"
92,436,806	03/19/93	Bladesaver France	"	"
2,054,363	01/17/94	Bladesaver Germany	"	"
1,641,047	04/16/91	Bladesaver	"	"