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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): <u>Fleet Capital Corp.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Wanda <u>Warn Industries, Inc.</u> Internal Address: <u>1290 SE Capps Rd.</u> Street Address: _____ City: <u>Clackamas</u> State: <u>OR</u> Zip: <u>97015</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Oregon</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> <small>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Assign for security</u> Execution Date: <u>1/30/2001</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s)		B. Trademark Registration No.(s) <u>1083449, 2007491, 2007901 and others</u> <u>recorded at reel 002042 frame 0745</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert R. Gillanders, Esq.</u> Internal Address: <u>4124 Burnham Dr.</u> <u>Gig Harbor Wa 98332</u> Street Address: _____ <u>6TON11 00000075 1083449</u> City: _____ State: _____ Zip: _____ <small>40.00 OP 50.00 DP</small>		6. Total number of applications and registrations involved: 3	
		7. Total fee (37 CFR 3.41).....\$ <u>\$90</u> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> <u>Robert R. Gillanders</u> <u></u> <u>5/3/01</u> Name of Person Signing Signature Date			
Total number of pages including cover sheet, attachments, and document: 4			

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
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TRADEMARK
REEL: 002295 FRAME: 0695

**RELEASE OF ASSIGNMENT FOR SECURITY OF COPYRIGHT, PATENT,
TRADEMARK AND LICENSE MORTGAGE**

THIS RELEASE is made as of this 30th day of JANUARY, 2001 by Fleet Capital Corporation, as Administrative Agent ("Fleet") in favor of Warn Industries, Inc., an Oregon corporation ("Company").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Fleet hereby unconditionally and expressly releases, terminates and extinguishes, without limitation, any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon, all of the trademarks, trademark registrations, interests under trademark license agreements, tradenames and trademark applications, service marks, service mark registrations, service mark applications and brand names, renewals thereof, all income, royalties, rights and goodwill thereto, and all of the license agreements, including the right to prepare for sale, sell and advertise for sale, and any and all other items listed on Exhibit A attached hereto, which liens and security interests were established under and pursuant to the Copyright, Patent, Trademark and License Mortgage recorded in the U.S. Patent and Trademark office on February 25, 2000, at Reel 002042 Frame 0745 dated as of February 15, 2000 (the "Security Agreement"). All obligations and duties under the Security Agreement to the extent they relate solely to the items listed on Exhibit A attached hereto, are hereby released and terminated and Fleet hereby expressly releases and discharges without limitation all claims, demands and causes of action that it may now have or might subsequently accrue to it arising out of or connected with, directly or indirectly, the Security Agreement to the extent they relate solely to the items on Exhibit A attached hereto.

This Release shall be binding upon Fleet's legal representatives, assigns and successors.

FLEET CAPITAL CORPORATION, AS
ADMINISTRATIVE AGENT,

By: 

Name: JAMES J. KARNOWSKI

Title: VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

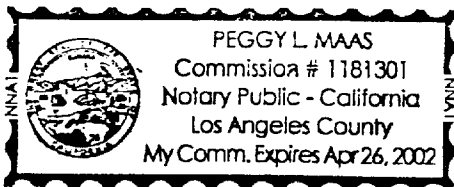
County of Los Angeles } ss.

On: Jan. 30, 2001, before me, Peggy L. Maas, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James J. Karowski
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Peggy L. Maas
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

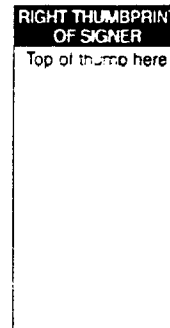


EXHIBIT A

Mark	Registration Number	Registration Date
BLACK DIAMOND	1,083,449	1/24/78
BLACK DIAMOND	2,007,491	10/15/96
BLACK DIAMOND & DESIGN	2,007,901	10/15/98