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Tab settings

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TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
NATIONAL CASTINGS INC. 9.2601

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **ING FURMAN SELZ INVESTORS III LP**
Internal Address:
Address:
Street Address: **55 East 52nd Street**
City: **New York** State: **NY** Zip: **10055**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other **Collateral Agent**

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 name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Release of Security Interest**

Execution Date: **May 2, 2001**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Exhibit A attached hereto

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
511882

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Debra A. Kozlowski**
Internal Address: **Sidley Austin Brown & Wood**
Street Address: **Bank One Plaza**
10 S. Dearborn Street
City: **Chicago** State: **IL** Zip: **60603**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ **190.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2165
(Attach duplicate copy of this page if paying by deposit account)

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.

Debra A. Kozlowski *Debra A. Kozlowski* **September 26, 2001**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EXHIBIT A**TRADEMARKS**

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Willison	511882	7/5/49
Sharon	511881	7/5/49
National	2112333	11/11/97
National	1200366	
Unitruck	1323107	3/5/85
M and Design	2127262	1/6/98
Swing Motion	2116175	11/25/97

NATIONAL CASTINGS INC.

**RELEASE OF
SECURITY INTERESTS IN TRADEMARKS**

WHEREAS, National Castings Inc. ("Grantor") entered into that certain TRADEMARK SECURITY AGREEMENT (as from time to time amended, supplemented or modified) ("Security Agreement") dated as of May 2, 2001 by and between National Castings Inc., a Delaware corporation and ING FURMAN SELZ INVESTORS III LP, a Delaware limited partnership, as collateral agent (the "Collateral Agent") for the Secured Creditors (as defined therein);

WHEREAS, Grantor granted to Collateral Agent, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of Collateral Agent in and to all of Grantor's trademarks (the "Intellectual Property") described in the Security Agreement;

WHEREAS, Grantor granted the Security Interest to Collateral Agent in order to secure the complete and timely satisfaction of its obligations under the Security Agreement (the "Secured Obligations");

WHEREAS, Grantor has satisfied the Secured Obligations and Collateral Agent has agreed to release the Security Interest in the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Collateral Agent hereby releases the Security Interest in the Intellectual Property, hereby waives and relinquishes all its rights, powers, privileges and remedies related to the Intellectual Property with respect to Grantor and Grantor's successors and assigns under the Security Agreement, hereby sells, assigns, transfers and sets over to Grantor and Grantor's successors and assigns any right, title or interest in or to the Intellectual Property described in the Security Agreement, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto, and the goodwill associated therewith, and hereby releases Grantor and Grantor's successors and assigns from all covenants, obligations, liabilities and warranties related to the Intellectual Property under the Security Agreement.

ING FURMAN SELZ INVESTORS III LP,
as Collateral Agent

By: *J. Feulart*

Title: Managing Member of FS Private

Date: Investments, the Manager

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