

08-06-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

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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.

8-06-02

1. Name of conveying party(ies):
Harris Trust and Savings Bank

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: Thermal Care, Inc.

Internal Address: _____
Street Address: 7720 Lehigh Avenue
City: Niles State: IL Zip: 60714

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release and Reassignment of Trademarks

Execution Date: July 11, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,045,868

Additional number(s) attached Yes No

6. Total number of applications and registrations involved:

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

Internal Address: _____
Vedder, Price, Kaufman & Kammholz

Street Address: 222 N. LaSalle St., 24th Floor

City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account
(Charge any deficiencies or credit any overpayment to the acct)

8. Deposit account number:
22-0259

(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.

Tammy S. Settle
Name of Person Signing

Signature

Aug 5 2002
Date

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

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

08/06/2002 TDI AZ1 00000112 220259 2045868
01 FC:481 40.00 CH

TRADEMARK
REEL: 002556 FRAME: 0317

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated July 11, 2002 by Harris Trust and Savings Bank, as collateral agent as hereinafter described;

WITNESSETH:

WHEREAS, Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "*Harris*"), for itself and as collateral agent hereunder for the Secured Creditors (as hereinafter defined) (Harris acting as such collateral agent being hereinafter referred to as "*Agent*"), and Thermal Care, Inc., a Delaware corporation (the "*Company*") having its chief executive office and mailing address at 7720 Lehigh Avenue, Niles, Illinois 60714, are parties to a certain Trademark Collateral Agreement dated September 28, 2001 which was recorded in the United States Patent and Trademark Office on October 3, 2001 at Reel 002379, Frame 0313 and pursuant to which, among other things, the Company granted to the Agent a security interest in and collateral assignment of the trademarks listed on Schedule A-1 attached hereto and certain other property described therein (collectively, the "*Trademarks*") as security for the indebtedness, obligations and liabilities described therein.

WHEREAS, the Company has requested that the Agent release its security interests in the Trademarks and reassign the same to the Company.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Company, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:

(i) each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums.

IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK,
individually and as Agent

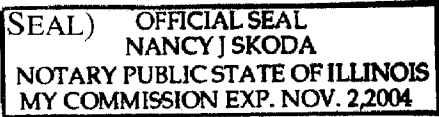
By *Len E. Meyer*
Name *Len E. Meyer*
Title *Vice President*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Len E. Meyer, a Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of July, 2002.

(NOTARIAL SEAL)



Nancy J. Skoda
Notary Public

Nancy J. Skoda

(Type or Print Name)

My Commission Expires:

Nov. 2, 2004

SCHEDULE A-1

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARK	REG. NO.	GRANTED
Thermal Care	2,045,868	03/18/97

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	None	

SCHEDULE A-2

TRADEMARK LICENSES

None.