## 08-14-2002

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	(Rev. 03/01)	III-	U.S. Patent and Trademark Office	
	OMB No. 0651-0027 (exp. 5/31/2002,	1021899	907	
	Tab settings	Please record the attached original documents or copy thoronf		
	To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy them			
	1. Name of conveying party(ies):	ant .	2. Name and address of receiving party(ies)	
	The CIT Group, Equipm Financing, Inc.	8.1810	Name:ICM Equipment Company L.L.C. Internal Address:	
	🖫 Individual(s) 🖫 A	ssociation	Street Address: 4899 West 1200 South	
		imited Partnership	Salt Lake City City:State: Utah Zip84120	
	Corporation-State Delaware		City:State:_UtahZip84120	
	Other		Individual(s) citizenship	
	Additional name(s) of conveying party(ies) attached? 📮 Yes 🚾 No		Association	
			General Partnership	
	3. Nature of conveyance:		Limited Partnership	
	Assignment	Merger	Corporation-State	
	Security Agreement	Change of Name	Tother Delaware limited liability compan	
	Other Release of Secur		If assignee is not domiciled in the United States, a domestic representative designation is attached: □ Yes 🌇 No	
	Execution Date: June 17, 2002	2	(Designations must be a separate document from assignment) Additional name(s) & address( es) attached?  Yes S	
	4. Application number(s) or registration number(s):			
	A. Trademark Application No.(s)		B. Trademark Registration No.(s) 2415025	
	Additional number(s) attached 📮 Yes 🗺 No			
	Name and address of party to whom correspondence		6. Total number of applications and	
	concerning document should be mailed:		registrations involved:	
	Name: Donna R. Gasiorows Senior Legal Assist	ki ant		
	Internal Address: to Carolyn Ed		7. Total fee (37 CFR 3.41)\$ 40,00	
	Kirkland & Ellis		<b>△</b> Enclosed	
			Authorized to be charged to deposit adcount any fees or credits	
	Street Address: 200 East Rando	lph Drive	8. Deposit account number:	
1			220440	
08/13/2002	DBYRNE 00000176 2415025	1	9 - 1	
b1 FC:481	City: Chicago 49a00: 0P IL	/ z <sub>ip:</sub> 60601	(Attach duplicate copy of this page if paying by depest account)	
		DO NOT USE	THIS SPACE $\sim$ $\sim$	
	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.			
	Donna R. Gasiorowski	Honns	M. Darinoval. 7/31/02	
	Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document:			
	$35621\!-\!62$ Mail documents to be recorded with required cover sheet information to:			

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

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of June 17, 2002 ("Effective Date") by and between ICM Equipment Company L.L.C., a Delaware limited liability company, with its principal office at 4899 West 1200 South, Salt Lake City, Utah 84120 ("Grantor"), and The CIT Group, Equipment Financing, Inc., a Delaware corporation, with its principal office at 1540 Fountainhead Parkway, Tempe, Arizona 85282 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Interest Agreement by and between Grantor and Grantee dated February 4, 1999 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on May 25, 2999, at Reel 1903, Frame 0951; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

TRADEMARK REEL: 002562 FRAME: 0056 IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

The CIT Group, Equipment Financing, Inc.

MAKK SAYCER

Name: 57/

STATE OF ARIZONA )

SS.

COUNTY OF MARKOPA )

On this 26 day of June, 2002, there appeared before me MARK SAYLOK, personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of The CIT Group, Equipment Financing, Inc.

OFFICIAL SEAL
CARRIE SHAW
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm Expires March 20, 2006

## **SCHEDULE A**

## **U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
2415025	December 26, 2000	ICM

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**RECORDED: 08/12/2002** 

TRADEMARK REEL: 002562 FRAME: 0058