

FORM PTO-



U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Commissione,

102225229

...ed original documents or copy thereof.

1. Name of conveying party(ies):
Harris Trust and Savings Bank **9-9-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Subsidiary of Harris Bankcorp, Inc.

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

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

Execution Date: September 7, 2001

2. Name and address of receiving party(ies):

Name: Duralam, Inc.
 Internal Address: _____
 Street Address: 2621 West Everett
 City: Appleton State: Wisconsin Zip: 54914

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Wisconsin
 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

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

A. Trademark Application No. (s)

B. Trademark Registration No.(s)

1,935,364

1,088,777

876,549

1,210,476

Additional numbers attached: Yes No

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

Name: Timothy J. Engling, Registration No. 39,970
 Internal Address: _____
Lee, Mann, Smith, McWilliams, Sweeney & Ohlson
 Street Address: P.O. Box 2786
 City: Chicago State: Illinois Zip: 60690-2786

6. Total number of applications and registrations involved: Four

7. Total fee (37 CFR 3.41) \$ 115

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

12-0913 Under and Overpayments Only

(Attach duplicate copy of this form 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.

Timothy J. Engling

Name of Person Signing

Timothy J. Engling
Signature

September 5, 2002

Date

Total number of pages comprising cover sheet, attachments and document Six

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

09/20/2002 LABELER 00000206 1935364

01 FC:481
02 FC:482

40.00 DP
75.00 BP

**HARRIS NESBITT**

Harris Trust and Savings Bank
111 West Monroe Street
P.O. Box 755
Chicago, Illinois 60690-0755
Tel: 312 461-2121

PAYOFF LETTER

September 7, 2001

Michael Lappin
Quarles & Brady LLP
411 E. Wisconsin
Milwaukee, WI 53202-4497

Re: Loans to Duralam, Inc.

Ladies and Gentlemen:

Harris Trust and Savings Bank (the "Bank") has been advised by Duralam, Inc. (the "Borrower"), of a pending sale to take place on September 7, 2001, whereby the Borrower, pursuant to the terms of the secured credit agreement, will retire all of its obligation to Harris Trust and Savings Bank.

It is the understanding of the Bank that a portion of the proceeds of said sale will be used to repay the total indebtedness of Borrower to the Bank. The total aggregate principal balance and accrued interest, fees, expenses, or any other amounts payable by Borrower to Bank, including, without limitation, under or in connection with the Amended and Restated Credit Agreement, dated May 14, 1999, due the undersigned, if paid on or before 2:00 PM on September 7, 2001, is \$23,030,632.19, the components of which are set forth in more detail on Exhibit A hereto. The amount set forth in the immediately preceding sentence is referred to as the "Payoff Amount." The Bank hereby confirms to you that payment in full of said amount will not cause any prepayment penalty or other charge other than as set forth on Exhibit A under any of the lending arrangements between the Bank and Borrower.

In consideration of the payment in full of the Payoff Amount as set forth above, the Bank hereby (i) acknowledges and agrees that payment of the Payoff Amount will constitute payment in full and complete satisfaction of all of Borrower's indebtedness and obligations to the Bank, (ii) represents that it has no other credit arrangements with, loans outstanding to, guaranties by,

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Harris Trust and Savings Bank

or security interests or liens against any of Borrower's personal property, except as evidenced by the documents, UCC financing statements described on Exhibit B attached hereto (the "Agreements"), (iii) agrees that effective upon receipt by the Bank of the Payoff Amount all security interests and liens, if any, which Borrower may have granted to the Bank shall automatically be released, and (iv) agrees that effective upon receipt by the Bank of the Payoff Amount all of the Agreements shall automatically be terminated and that Borrower shall not have any further liabilities or obligations to the Bank thereunder.

Concurrently with the delivery of the Payoff Amount, the Bank will deliver to Borrower, upon its request, the originals of all instruments evidencing Borrower's obligations under the Agreements marked "Terminated and Paid in Full" signed and dated by the Bank, UCC termination statements, and other release documents executed by the Bank, releasing the collateral granted under the Agreements.

The Bank further agrees to deliver to Borrower upon payment in full of said Payoff Amount, such other termination statements or other agreements, as the Borrower may reasonably request from time to time to evidence the Bank's above-described release of the security interests and liens granted pursuant to the Agreements.

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

Very truly yours,

Harris Trust & Savings Bank

By: 
Its: Vice President

Attachments:

Exhibit A - Calculation of Payoff Amount
Exhibit B - List of Current Agreements

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**EXHIBIT A
CALCULATION OF PAYOFF AMOUNT**

Harris Trust and Savings Bank

**PAY-OFF LETTER
DURALAM, INC.**

The below represents payoff figures as of **09/07/2001**

**THE TERM LIBOR BREAKAGE COSTS CANNOT BE DETERMINED UNTIL WELLS FARGO DETERMINES IF THERE WILL BE A CHARGE.
THE ESTIMATED LIBOR BREAKAGE COSTS BY WELLS COULD BE \$ 300.00**

Principal on Revolving Credit Loans	\$ 5,150,000.00
Interest on Revolving Credit Loans	<u>\$ 19,582.45</u>

Principal on Bid Loans	<u>n/a</u>
Interest on Bid Loans	<u>n/a</u>

Principal on Term Credit Loans	\$ 17,600,000.00
Interest on Term Credit Loans	<u>\$ 256,502.17</u>

Letters of Credit Outstanding	<u>n/a</u>
Letter of Credit Fees	<u>n/a</u>
(Participant Banks Risk Only)	<u>n/a</u>

Facility/Commitment Fees	<u>\$ 4,547.57</u>
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Term Libor Breakage Costs: TO BE WAIVED BY HTSB AND BANK ONE. WELLS FARGO WILL DETERMINE IF THERE WILL BE A CHARGE

Miscellaneous Fee: _____

Total Payoff Figure \$ 23,030,632.19

<u>Bank Group</u>	<u>Total Principal</u>	<u>Total Interest</u>	<u>Total Fees</u>	<u>Total amount</u>
Harris Bank	\$10,452,702.70	\$126,849.69	\$2,089.42	\$10,581,641.81
Bank One	\$7,378,378.38	\$89,540.96	\$1,474.89	\$7,469,394.23
Wells Fargo	<u>\$4,918,918.92</u>	<u>\$59,693.97</u>	<u>\$983.26</u>	<u>\$4,979,596.15</u>
	\$22,750,000.00	\$276,084.62	\$4,547.57	\$23,030,632.19

IF YOU HAVE ANY QUESTIONS, CALL MIKE FITZMAURICE (312) 461-6332



EXHIBIT B

Harris Trust and Savings Bank

LIST OF CURRENT AGREEMENTS AND/OR FINANCING STATEMENTS
FROM DURALAM, INC. ET. AL TO HARRIS TRUST AND SAVINGS BANK

Amended and Restated Credit Agreement dated May 14, 1999
UCC Financing Statement - Debtor: Duralam, Inc. - SOS CA - Filing Number 9603960422
UCC Financing Statement - Debtor: Duralam, Inc. -- SOS WI - Filing Number 1563613
UCC Financing Statement - Debtor: Duralam, Inc. - SOS IL - Filing Number 3502220
UCC Financing Statement - Debtor: Duralam, Inc. - WI Outagamie -- Filing Number 503
UCC Financing Statement - Debtor: Duralam, Inc. - WI Outagamie - Filing Number 502
UCC Financing Statement - Debtor: Duralam, Inc. - IL Vermilion
- Filing Number 99-0088249/99- 000894
UCC Financing Statement - Debtor: DT Acquisition Corp. - IL Vermilion County - Filing
Number 99-0088248/99-000894
UCC Financing Statement - Debtor: DT Acquisition Corp. - SOS CA - Filing Number
9916860333
UCC Financing Statement - Debtor: DT Acquisition Corp. - GA Fulton County - Filing
Number 060199911447
UCC Financing Statement - Debtor: DT Acquisition Corp. - SOS IL - Filing Number 4050860
UCC Financing Statement - Debtor: DT Acquisition Corp. - SOS IA - Filing Number P023306
UCC Financing Statement - Debtor: DT Acquisition Corp. - SOS PA - Filing Number
30371400
UCC Financing Statement - Debtor: DT Acquisition Corp. -- PA Northampton - Filing Number
1999-ST - 005431
UCC Financing Statement - Debtor: DT Acquisition Corp. - SOS WI - Filing Number
01857864
UCC Financing Statement - Debtor: DT Acquisition Corp. - SOS WI - Filing Number
01854461
UCC Financing Statement - Debtor: Duralam, Inc. - GA Fulton County - Filing Number
060199911446
UCC Financing Stmt. - Debtor: Duralam, Inc. - SOS IL -- Filing Number 4050859
UCC Financing Stmt. - Debtor: Duralam, Inc. - SOS IA - Filing Number P023305
UCC Financing Stmt. - Debtor: Duralam, Inc. - SOS PA - Filing Number 30371385
UCC Financing Stmt. - Debtor: Duralam, Inc. - PA Northampton - Filing Number 1999-ST-
005432
UCC Financing Stmt - Debtor: Duralam, Inc. - SOS WI - Filing Number 01857865
UCC Financing Statement - Debtor: Duralam, Inc. - SOS CA - Filing Number 9926060117
UCC Financing Statement - Debtor: Duralam, Inc. - SOS KS - Filing Number 2834422
UCC Financing Statement - Debtor: Duralam, Inc. - SOS MO - Filing Number 3082090
UCC Financing Statement - Debtor: Duralam, Inc. - MO Clay County - Filing Number
H170650
UCC Financing Statement - Debtor: Duralam, Inc. - WI Outagamie County - Filing Number
3447

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Harris Trust and Savings Bank

UCC Financing Statement – Debtor: Duralam, Inc. – SOS WI – Filing Number 1008662
UCC Financing Statement – Debtor: DT Acquisition Corp. – SOS WI – Filing Number 1008663
UCC Financing Statement – Debtor: DT Acquisition Corp. – WI Outagamie County – Filing
Number 2506

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