



102375474

To the Honorable Commissioner of Pa...

original documents or copy thereof.

1. Name of conveying party(ies):

Blue Coil Collateral, LLC

10-23-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of security interest
- Merger
- Change of Name

Execution Date: 09/25/02

2. Name and address of receiving party(ies)

Name: New Monarch Machine Tool, Inc

Internal

Address:

Street Address: 641 NYS Route 13

City: Cortland State: NY Zip: 13045

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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) N/A

B. Trademark Registration No. (s) 1,328,051;

886,680; 1,328,050

Additional number(s) attached Yes No

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

Name: Warren D. Wolfson

Internal Address: Altman & Wolfson, LLP

Street Address: 100 East Washington St.

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Warren D. Wolfson

Name of Person Signing

Warren D. Wolfson

Signature

10/18/02

Date

Total number of pages including cover sheet, attachments, and document: 3

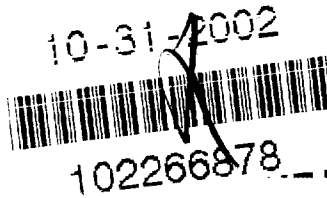
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/30/2002 LMUELLER 00000291 1328051

01 FC:8521
02 FC:A522

40.00 DP
50.00 OP

RE



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

<p>1. Name of conveying party(ies): Blue IP, Inc. <i>10-23-02</i></p> <p><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 _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>New Monarch Machine Tool, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>641 NYS Rte. 13</u> City: <u>Cortland</u> State: <u>NY</u> Zip: <u>13045</u></p> <p><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>New York</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>07/11/02</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>N/A</u></p>	<p>B. Trademark Registration No.(s) <u>1,328,051;</u> <u>886,680; 1,328,050</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Warren A. Wolfson</u> Internal Address: <u>Altman & Wolfson, LLP</u> Street Address: <u>100 East Washington St.,</u> <u>Suite 206</u> City: <u>Syracuse</u> State: <u>NY</u> Zip: <u>13202</u></p>	<p>6. Total number of applications and registrations involved: <u>3</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>N/A</u></p>
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DO NOT USE THIS SPACE

9. Signature.

Warren A. Wolfson *Warren A. Wolfson* October 17, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

10/30/2002 LMUELLER 00000292 1328051
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

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

WHEREAS, BLUE IP, INC., a corporation of the State of Delaware, having its principal place of business at 130 Main Street, P.O. Box AB, Callery, Pennsylvania 16024 (hereinafter referred to as "BLUE IP"), has granted a continuing security interest in, and a continuing lien upon, the trademarks listed in attached Exhibit A (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks to BLUE COIL COLLATERAL, LLC ("BLUE COIL"), having a principal place of business c/o KPS Special Situations Fund, L.P., 200 Park Avenue South, 58th Floor, New York, New York 10166, as agent for certain lenders; and

WHEREAS, BLUE IP obtained an assignment of the Trademarks subsequent to the assignment of the Trademarks to New Monarch Machine Tool, Inc.

WHEREAS, BLUE COIL is desirous of releasing and discharging the continuing security interest, and continuing lien upon, including all right, title and interest to the Trademarks, along with all of the goodwill of the business connected with the use of and symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, BLUE COIL hereby releases and discharges the entire right, title and interest of BLUE COIL in and to the Trademarks, as listed in Exhibit A, together with all of the goodwill of the business connected with the use of and symbolized by said trademarks.

IN WITNESS WHEREOF, BLUE COIL COLLATERAL, LLC, by its duly authorized officer, does hereby set its hand and seal as of this 25th day of September, 2002.

BLUE COIL COLLATERAL, LLC

By: *[Signature]*
Name:
Title:

STATE OF New York)
) SS.:
COUNTY OF New York)

Before me, a notary public for the above county and state, personally appeared Michael Psaros, who is to me personally known, and acknowledged the execution of the foregoing instrument of Release to be his free act and deed.

[Signature]
Notary Public

STEPHEN PRESSER
Notary Public, State of New York
No. 31-4907790
Qualified in New York County 2002
Commission Expires Sept. 14, _____

TRADEMARK
REEL: 002679 FRAME: 0012

EXHIBIT A

<u>Registration Number</u>	<u>Country</u>	<u>Issue or File Date</u>	<u>Mark</u>
1,328,051	USA	04/02/85	MONARCH
886,680	USA	02/24/70	MONARCH
107917	CANADA	09/06/57	MONARCH
1,328,050	USA	04/02/85	LION HEAD

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