

RECORDATION FORM TRADEMARK

03-03-2003

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or copy thereof.

To the Honorable Commissioner of Patents and Trademarks: Please

102378705

Name of conveying party(ies):

Heller Financial, Inc.

2-27-03

2. Name and address of receiving party(ies)

Name: Weasler Engineering, Inc.

Internal Address: _____

Street Address: Highway 45N

City: West Bend State: WI ZIP: 53095

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State Del

Other _____

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Release of Security Interest in Patents, Trademarks, Copyrights and Licenses

Execution Date: February 4, 2003

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,215,511

1,380,121

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

02/28/2003 ECUOPER 0000201 1213311

DO NOT USE THIS SPACE

01 FC:8521

40.00 OP

02 FC:8522

25.00 OP

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.

Laura Konrath

Name of Person Signing

Signature

2/20/03

Date

Total number of pages including cover sheet, attachments, and document: 2

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

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002681 FRAME: 0846

**RELEASE OF SECURITY INTEREST IN PATENTS
TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Release") is made as of February 4, 2003 ("Effective Date") by and between Heller Financial, Inc., a Delaware corporation, with its principal office at 500 West Monroe Street, Chicago, Illinois 60661, ("Lender"), and Weasler Engineering, Inc., a Delaware corporation, with its principal office at Highway 45N, West Bend, Wisconsin 53095 ("Borrower").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement by and between Lender and Borrower dated August 11, 1995 (the "Security Agreement"), Borrower granted to Lender a continuing security interest in certain of the Borrower's assets, including, without limitation its patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and registrations therefore, license rights and goodwill;

WHEREAS, Lender and Borrower entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement by and between Lender and Borrower dated August 11, 1995 between Lender and Borrower (as the same may hereafter be amended, supplemented or otherwise modified from time to time), the Lender agreed to make certain loans and extend certain other financial accommodations to the Borrower (the "Credit Agreement");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") against the patents and patent applications on Schedule A on August 25, 1995, at Reel 7744, Frames 0060-0073 and the Security Agreement was recorded with the PTO against the trademarks and trademark applications on Schedule C on August 25, 1995, Reel 1416, Frames 0539-0551.

WHEREAS, Borrower has paid all of its outstanding indebtedness to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Lender agrees as follows:

1) Lender hereby terminates the Security Agreement and Credit Agreement, and hereby terminates, cancels and releases any and all security interests it has against all of the following:

- (a) United States and foreign patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all Patents (as such term is defined in the Security Agreement), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation,

damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign patents and patent applications are sometime hereinafter individually and/or collectively referred to as the "Patents");

(b) United States and foreign copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and the Copyrights (as defined in the Security Agreement), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign copyrights are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all rights and recordings thereof, and all applications in connection therewith, including the trademarks and applications listed on Schedule C attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing trademarks, trade names, service marks, trademarks registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) Any license agreement in which the Assignor is or becomes licensed to use a Patent, Copyright, Trademark or the know-how of any other Person including, without limitation, the license agreements listed on Schedules A, B, and C attached hereto and made a part hereof and the Patent Licenses, Trademark Licenses and Copyright Licenses (as such terms are defined in the Security Agreement) (all the foregoing are referred to as the "Licenses"); and

(e) The goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

2) The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

3) Lender represents and warrants that: (i) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and registrations therefore, license rights and goodwill; and (ii) it has not recorded or otherwise evidenced its security interest with respect to any patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and registrations therefore, license rights and goodwill owned by Borrower, other than those of the foregoing applications set forth on Schedules A, B and C (attached hereto), in any jurisdiction throughout the world.

4) Lender shall at Borrower's expense, take all reasonable further actions, and provide to Borrower, Borrower's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments provided to Lender by Borrower), reasonably requested by Borrower to more fully and effectively effectuate the purposes of this Release.

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