

3-26-03

03-28-2003

FORM PTO-1594
(Rev. 3/01)

RECORDATION FOR

DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

TRADEMARK



102402650

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

1. Name of conveying party(ies):

TCF National Bank

Individual(s) Association
 General Partnership Limited Partnership
 Corporation -
 Other: **A National Banking Association**

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

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

Name: **Engineered Products Co.**

Internal Address:

Street Address: **2940 Airport Boulevard**

City: **Waterloo** State: **IA** ZIP: **50704**

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) of receiving party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: **Termination of Security Interest**

Execution Date(s): **October 16, 2002**

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

A. Trademark Application No(s).

Additional numbers attached? Yes No

B. Trademark No(s)

1,732,592
~~1,730,755~~

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

Name: **DAVID MCKINLEY**
 Internal Address: **3300 Plaza VII Building**
 Street Address: **45 South Seventh Street**
 City: **Minneapolis** State: **MN** ZIP: **55402**
 Our File No.: 16640/14

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
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:
50-1901

(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.

DAVID MCKINLEY [Signature] 3/21/03
 Name of Person Signing Signature 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

03/28/2003 LMUELLER 00000006 501901 1732592

01 FC:8521 40.00 CH
 02 FC:8522 25.00 CH

TERMINATION AGREEMENT

This **TERMINATION AGREEMENT** (this "Agreement") dated as of October 16, 2002, is by and among Engineered Products Co., a Delaware corporation (formerly EPCI Acquisition Corp.) ("EPC") and TCF National Bank, a national banking association (the "Bank").

INTRODUCTION

A. EPC and the Bank are parties to Credit Agreement, dated as of February 11, 1998 (the "Credit Agreement") and certain Loan Documents (as defined in the Credit Agreement).

B. EPC and the Bank agree that no money is owed to either party under the terms of the Credit Agreement or the Loan Documents.

C. The Credit Agreement and the Documents may be terminated at any time, by mutual written consent of EPC and the Bank.

D. EPC and the Bank are entering into this Agreement in order to evidence their mutual written consent and agreement as to the termination of their respective rights, benefits and obligations under the Credit Agreement and the Loan Documents.

AGREEMENT

Now, therefore, intending to be legally bound hereby, EPC and the Bank agree as follows:

1. Termination. Effective immediately upon execution of this Agreement, the Credit Agreement and the Loan Documents are hereby terminated by the mutual written consent of EPC and the Bank.

2. Effect of Termination. Notwithstanding the terms of the Credit Agreement and the Loan Documents, as a result of the termination of the Credit Agreement and the Loan Documents pursuant hereto, the Credit Agreement and the Loan Documents shall become void and be of no further force or effect, and there shall be no liability under the Credit Agreement or the Loan Documents on the part of any party or any of their respective affiliates, subsidiaries, directors, officers, stockholders, employees, agents, financial and legal advisors and other representatives, and all rights and obligations of each party thereunder shall cease, including without limitation the rights and obligations as set forth in the Credit Agreement and the Loan Documents.

3. Termination of Security Interest. The Bank and EPC agree and acknowledge that any security interest of the Bank in any real, personal or intangible property of EPC, including without limitation any of the collateral described in the Loan Documents (including the collateral described in the Security Agreement, the Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents and the Patent and Trademark Security Agreement), is hereby terminated. The Bank hereby authorizes EPC from and after the date hereof to take any and all actions necessary or appropriate to reflect such termination of the

Bank's security interest, including without limitation filing appropriate UCC-3 Termination Statements in all appropriate jurisdictions, including the UCC-3 Termination Statements attached hereto as Exhibit A. The Bank agrees that from and after the date hereof, it will, at EPC's expense, take such reasonable actions as are requested by EPC to further evidence such termination of its security interest and to otherwise carry out the provisions of this Agreement.

4. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any previous agreements and understandings between the parties with respect to such matters.

(b) Validity. Each of the parties represents and warrants that this Agreement has been duly executed and delivered by it, is its valid and binding obligation and is enforceable against it in accordance with its terms.

(c) Modification; Waiver. This Agreement may not be modified and its provisions may not be waived except in writing executed by the party against whom enforcement of such modification or waiver is sought.

(d) Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Minnesota, without regard to the conflict of laws rules thereof.


(e) Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Loan Documents.


(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

TCF NATIONAL BANK

ENGINEERED PRODUCTS CO.

By: 
Name: A.K. PETERSON
Title: VIC - PRES.

By: 
Name: LORI BRANDT
Title: CONTROLLER / CFO