

04-28-2003

4.75.03



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102433212

EET U.S. DEPARTMENT OF COMMERCE Y U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): JP Morgan Chase Bank (successor in interest to The Chase Manhattan Bank and Chemical Bank)

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Financial Institution

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

2. Name and address of receiving party(ies)

Name: Rowe International, Inc.

Internal Address:

Street Address: 1500 Union S.E.

City: Grand Rapids State: MI Zip: 49507-1884

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination and Release of Security Interest

Execution Date: 3/24/03

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 1,186,542;

1,212,259; 1,000,514

Additional number(s) attached Yes No

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

Name: Diane M. McCarthy

Internal Address: Sheehy Furlong & Behm P.C.

Sixth Floor

Street Address: 30 Main Street

City: Burlington State: VT Zip: 05401

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Diane M. McCarthy Name of Person Signing

Diane M. McCarthy Signature

4/17/03 Date

Total number of pages including cover sheet, attachments, and document: 7

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

04/25/2003 LMUELLER 00000270 1186542

01 FC:8521 02 FC:8522

40.00 OP 50.00 OP

TRADEMARK REEL: 002719 FRAME: 0486

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 24, 2003 from JP Morgan Chase Bank (successor in interest to The Chase Manhattan Bank and Chemical Bank), as Collateral Agent (the "Collateral Agent") for certain banks and other financial institutions (the "Lenders"), to Rowe International, Inc., a Delaware corporation with its principal place of business located at 1500 Union S.E., Grand Rapids, MI 49507-1884, Rowe Finance Co., Inc., a Delaware corporation with its principal place of business located at 1500 Union S.E., Grand Rapids, MI 49507-1884, Power Manufacturers, Inc., a Delaware corporation with its principal place of business located at 1500 Union S.E., Grand Rapids, MI 49507-1884, TMS Manufacturing, Inc., a Delaware corporation with its principal place of business located at 1500 Union S.E., Grand Rapids, MI 49507-1884, and CPC Vending, Inc., a Delaware corporation with its principal place of business located at 1500 Union S.E., Grand Rapids, MI 49507-1884.

WITNESSETH:

WHEREAS, pursuant to various agreements listed on Schedule A attached hereto, made by the Grantors (as defined therein) in favor of the Collateral Agent (the "Security Agreements"), security interests (the "Security Interests") were granted by the Grantors to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office at the reel and frame numbers listed on Schedule A attached hereto; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule B attached hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreements.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interests in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JP Morgan Chase Bank (successor in interest to The Chase Manhattan Bank and Chemical Bank)

By: T L A Dinneen

Name: Thomas Dinneen

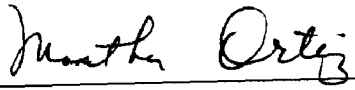
Title: ~~Vice President~~

Thomas Dinneen

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 8 day of April, 2003, before me personally appeared Thomas Dinneen to me known who being by me duly sworn, did depose and say that he is Vice President of JP Morgan Chase Bank, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by JP Morgan Chase Bank.



Notary Public

(Affix Seal Below)

MARTHA ORTIZ
Notary Public, State of New York
No. 01OR6028416
Qualified in Kings County
Commission Expires August 2, 20 05

Schedule A

Security Agreement

Recorded at Reel / Frame #

| | |
|--|-----------|
| Subsidiaries Security Agreement dated as of April 25, 1994 made by Rowe International Inc. in favor of Chemical Bank for the lenders and among Rowe International Inc., Rowe Finance Co., Inc. and CPC Vending, Inc. | 1147/0203 |
| Rowe Security Agreement dated as of April 25, 1994 made by Rowe International Inc. in favor of Chemical Bank for the lenders and among Rowe International Inc., Rowe Finance Co., Inc. and CPC Vending, Inc. | 1147/0038 |
| Amended and Restated Rowe Security Agreement, dated as of April 28, 1995 by Rowe International Inc. in favor of Chemical Bank for the lenders and among Rowe International, Inc., Rowe Finance Co., Inc. and CPC Vending, Inc. | 1374/0912 |
| Amended and Restated Subsidiaries Security Agreement, dated as of April 28, 1995 by Rowe International Inc. in favor of Chemical Bank for the lenders and among Rowe International, Inc., Rowe Finance Co., Inc. and CPC Vending, Inc. | 1373/0807 |
| Second Amended and Restated Rowe Security Agreement, dated as of August 13, 1998, made by Rowe International, Inc. in favor of The Chase Manhattan Bank for the lenders and among Rowe Finance Co., Inc. and CPC Vending, Inc. | 1872/0302 |
| Second Amended and Restated Subsidiaries Security Agreement, dated as of August 13, 1998, made by Rowe International, Inc. in favor of The Chase Manhattan Bank for the lenders and among Rowe Finance Co., Inc. and CPC Vending, Inc. | 1874/0616 |
| Second Amended and Restated Subsidiaries Security Agreement, dated as of August 13, 1998, made by Rowe International, Inc. in favor of The Chase Manhattan Bank for the lenders and among Rowe Finance Co., Inc. and CPC Vending, Inc. | 1865/0515 |

Schedule B

U.S. Trademark Registrations

| Title | Registration Number |
|------------|---------------------|
| SHOWCASE | 1,186,542 |
| SHOW CASE | 1,212,259 |
| WHEATSTONE | 1,000,514 |