

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT Group/Business Credit, Inc.		10/09/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Berendsen Fluid Power, Inc.
Street Address:	401 Boston Avenue, Suite 1700
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74103
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1388021	LHA
Registration Number:	1391438	LHA
Registration Number:	1403772	LHA

CORRESPONDENCE DATA

Fax Number: (214)661-4899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-953-6818

Email: daltmdept@bakerbotts.com

Correspondent Name: Baker Botts L.L.P.

Address Line 1: 2001 Ross Avenue, Suite 600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

020888.0124

NAME OF SUBMITTER:

Valerie Verret

Total Attachments: 3

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TRADEMARK

REEL: 002730 FRAME: 0250

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RELEASE OF LIENS AND SECURITY INTERESTS

This instrument is executed effective as of the 9th day of October, 2003 by CIT GROUP/BUSINESS CREDIT, INC., a New York corporation ("Lender").

WHEREAS, pursuant to the terms of the Financing Agreement, BERENDSEN FLUID POWER, INC ("Pledgor") has granted to Lender liens and security interests encumbering all of Pledgor's rights, titles, and interests in and to the trademarks described on Exhibit A attached hereto (the "Collateral"); and


WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office, Assignment Branch, on March 20, 2003, at Reel 2699, Frame 0677; and

WHEREAS, Lender now desires to release such liens and security interests encumbering the Collateral.

NOW, THEREFORE, Lender does hereby release, quitclaim, surrender and discharge unto Pledgor, and its successors and assigns, all rights, title and interest in and to the trademark registrations described on Exhibit A hereto, and the goodwill represented thereby, and including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements; and hereby declares that the Collateral is fully released and discharged from all security interests and liens existing in favor of Lender.

IN WITNESS WHEREOF, Lender has executed this instrument as of the date first above written.

CIT GROUP/BUSINESS CREDIT, INC.,

By: 
Name: MARK PORTER
Title: Vice President

STATE OF TEXAS

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§
§

COUNTY OF DALLAS

On the 9th day of October, 2003 before me personally appeared Mark Porter, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of CIT Group/Business Credit, Inc., who being by me duly sworn, did depose and say that he is Vice President of CIT Group/Business Credit, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Shannon Conway
Notary Public in and for the State of Texas

My Commission Expires:

June 27, 2006

Shannon Conway
Printed Name of Notary Public

DAL01:760351

EXHIBIT A
TO RELEASE OF LIENS AND
SECURITY INTERESTS

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
LHA	USA	1,388,021	April 1, 1986
LHA	USA	1,391,438	April 29, 1986
LHA	USA	1,403,772	August 5, 1986

DAL01:760351