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

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U.S. DEPARTMENT OF COMMERCE 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):

Heller Financial, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Tennessee Mat Company, Inc.

Internal

Address:

Street Address: 1414 Fourth Avenue South

City: Nashville State: TN Zip: 37210

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Tennessee 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 Trademark Release

Execution Date: 5/13/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached Schedule A

Additional number(s) attached Yes No

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

Name:

Internal:

Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41):

215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson Name of Person Signing

Sharon S. Patterson Signature

5/14/03 Date

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

6

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

05/16/2003 6TOM11 00000059 1253862

01 FC:8521 40.00 OP 02 FC:8522 175.00 OP

TRADEMARK REEL: 002732 FRAME: 0694

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

**United States Trademark Registrations**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	
Work Safe	1,253,862	10/11/83	i
Wearwell	1,498,762	08/02/88	2
Lock Safe	1,256,220	11/01/83	3
Tirex	1,459,401	09/29/87	4
Worker's Choice	1,708,369	08/18/92	5
Ergo-Stance	1,708,370	08/18/92	6
Comfort Deck	1,710,171	08/25/92	7
Weldsafe	2,142,563	03/10/94	8

**United States Trademark Applications**

<u>Trademark</u>	<u>Filing Number</u>	<u>Filing Date</u>
Diamond-Plate Spongecote No. 415	74509330 (abandoned)	04/05/94

**Mexican Trademark Registrations**

<u>Trademark</u>	<u>Registration Number</u>
Wearwell	412,047

**Canadian Trademark Registrations**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Worksafe	TMA 401,752	08/21/92

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 13, 2003, by **HELLER FINANCIAL, INC.**, a Delaware corporation, as agent (the "Agent").

### WITNESSETH:

WHEREAS, Agent and Tennessee Mat Company, Inc., a Tennessee corporation, formerly known as CMTG, Inc. (the "Borrower"), were parties to that certain Trademark Security Agreement dated as of July 31, 1997 (the "Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement), pursuant to which the Borrower granted a security interest to Agent in, among other things, the Trademark Collateral as security for certain obligations owing by the Borrower to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of July 31, 1997 by and among the Borrower, Agent, and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademark Collateral set forth on Exhibit A hereto; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 8, 1997, at Reel 1617, Frame 0375; and

WHEREAS, Borrower has requested that Agent release its security interest in the Trademarks and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

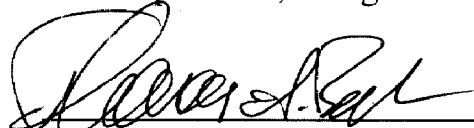
2. Agent hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks, the other Trademark Collateral and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**HELLER FINANCIAL, INC.,**  
a Delaware corporation, as Agent

By:  
Its:

  
DULY AUTHORIZED SIGNATORY