

06-25-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REC T



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

To the Honorable Commissioner of Patents:

102481552

original documents or copy thereof.

1. Name of conveying party(ies):

The CIT Group/Business Credit, Inc.

6-23-03

- Individuals(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement Release, Change of Name, Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Container Components, Inc.

Internal Address:

Street Address: 8960 Lurline Avenue

City: Chatsworth State: CA Zip: 91311

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,401,217

Additional number(s) attached Yes No

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

Name: Alan C. Rose

Internal Address: Oppenheimer Wolff & Donnelly, LLP, Suite 700

06/24/2003 ECDOPER 00000124 162230 1401217

01 TC:0521 40.00 DA

Street Address 233 Wilshire Boulevard

City: Santa Monica State: CA Zip: 90401

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

16-2230

(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.

Alan C. Rose (17,047)

Alan C. Rose

18 June 2003

Name of Person Signing

Signature

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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

OPPENHEIMER: 1394290 v01 06/18/2003

TRADEMARK REEL: 002763 FRAME: 0324

RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT

RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of ~~July 22~~^{August}, 2002, made by The CIT Group/Business Credit, Inc., successor by merger to The CIT Group/Credit Finance, Inc. ("CIT"), with offices located at 300 South Grand Avenue, Los Angeles, California 90071.

WHEREAS, CIT and Container Components, Inc., (the "Borrower") are parties to a certain Loan and Security Agreement dated as of June 30, 1997 (the "Loan and Security Agreement"), pursuant to which CIT made certain loans and other financial accommodations (the "Loans") to the Borrower.

WHEREAS, as partial security for the Borrower's Obligations, as that term is used herein and is defined in the Loan and Security Agreement, the Borrower has executed a certain Trademark and Patent Security Agreement (the " Trademark and Patent Security Agreement"), dated as of June 30, 1997, pursuant to which the Borrower granted a security interest in and to the Collateral listed on Schedule A attached hereto, as that term is used herein and is defined in the Trademark and Patent Security Agreement;

WHEREAS, the Trademark and Patent Security Agreement and a patent recordation form were filed in the United States Patent and Trademark Office on July 15, 1997 at Reel/Frame 8650/0675;

WHEREAS, the Obligations have been fully satisfied and, therefore, the Borrower has requested that CIT release its security interest in the Collateral listed on Schedule A and B attached hereto and reassign the same to Borrower.

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

1. CIT hereby releases its security interest in CIT's rights, title and interest, in and to the Collateral listed on Schedule A and B attached hereto, as such rights, title and interest are granted in the Trademark and Patent Security Agreement.
2. CIT hereby resigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by CIT, all of CIT's rights, title and interest, in and to the Collateral, as such rights, title and interest are granted in the Trademark and Patent Security Agreement.

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

**THE CIT GROUP/BUSINESS CREDIT, INC.,
successor by merger to The CIT Group/Credit
Finance, Inc.**

By: *Donald Caskey*
Name: Donald Caskey
Title: Vice President

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On AUGUST 22, 2002, before me, JOYCE E. LAWRENCE, a Notary Public, personally appeared DONALD CASKEY, personally known to me (~~or proved to me on this basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Joyce E. Lawrence*

(Seal)



SCHEDULE A

Patents

<u>Description</u>	<u>Registration No.</u>	<u>Issue Date</u>
Refuse Container Cover	4,771,940	9/20/88
Refuse Container Cover	Des. 304,663	11/21/89
Refuse Container Cover	Des. 319,326	8/20/91
Refuse Container Cover	Des. 326,943	6/9/92
Double Hinged Lid	5,248,057	9/28/93
Refuse Container Cover	Des. 340,560	10/19/93
Recycling Lid	5,447,251	9/05/95
Compactor Body Lid	Des. 362,325	9/12/95

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SCHEDULE B

Permitted Licenses

1. Those certain licenses of Patent Nos. 4,771,940 and DES 319,326 as set forth in that certain Settlement Agreement dated effectively February 3, 1997 by and between Craig V. Taylor, Debtor, Fikes Plastics, Inc., Thomas Cary, Thomas Danford and Peter Putnam.

SCHEDULE C

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Registration Number</u>	<u>Registered</u>
"Duraflex"	1,401,217	7/15/86

62686_1