

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Termination of Security Agreement
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BFI Business Finance		01/22/2004	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TSE Brakes, Inc.
<b>Street Address:</b>	3183 S. Parkway Drive
<b>City:</b>	Fresno
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93745
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1980530	OMNIBRAKE
Registration Number:	2582825	OMNI-TEX

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)213-0260
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(650)812-1300
<b>Email:</b>	patrademarks@manatt.com
<b>Correspondent Name:</b>	Manatt, Phelps & Phillips, LLP
<b>Address Line 1:</b>	1001 Page Mill Road, Building 2
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	21992.601
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<b>NAME OF SUBMITTER:</b>	Charlotte C. Carberry, Paralegal
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**Total Attachments: 5**  
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**TERMINATION OF COLLATERAL ASSIGNMENT,  
PATENT MORTGAGE AND SECURITY AGREEMENT**

This **Termination of Collateral Assignment, Patent Mortgage and Security Agreement** (this "Termination") is executed as of **January 22, 2004**, by **BFI Business Finance**, a California corporation whose address and principal place of business is **1675 The Alameda, San Jose, California 95126** ("Assignee") with reference to that certain **Collateral Assignment, Patent Mortgage and Security Agreement** dated **December 19, 2002** (the "Agreement") by and between **TSE Brakes, Inc.**, a California corporation whose address and principal place of business is **3183 S. Parkway Drive, Fresno, California 93725** ("Assignor") and Assignee. Initially capitalized terms not defined in this Termination shall have the meanings set forth in the Agreement.

1. For good and valuable consideration, receipt of which is hereby acknowledged, Assignee hereby releases the security interests granted by Assignor to the Assignee with respect to all rights, title or interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright application, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, or acquired or held;

(c) Any and all design rights, which may be available to Assignor now or hereafter existing, created, acquired or held;

(d) All United States patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the "Patents"),

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Copies of the **Notices of Recordation** (collectively, the "Notices") are attached hereto as **Exhibit D** and **Exhibit E**.

3. To the extent that Assignee shall be deemed to have any right, title or interest in the Trademarks, Assignee hereby retransfers and reassigns all of such right, title and interest to the Assignor of all such right, title and interest, without representation or warranty of any kind whatsoever.

4. This Termination shall be governed by the laws of the State of California.

In Witness Whereof, Assignee has caused this Termination to be executed by its duly authorized officer as of the date first above written.

**Assignee:**

**BFI Business Finance**

By: \_\_\_\_\_

David Drogos

Its: President

**Exhibit "A"**

**Copyrights**

All unregistered copyrights now or hereafter existing and all registered copyrights now or hereafter existing.

**Exhibit "B"**

**Patents**

<b><u>Description</u></b>	<b><u>Reg./App Number</u></b>	<b><u>Date</u></b>
1. Brake actuator	6,405,635	June 18, 2002
2. Push rod seal for disc brake actuator	6,394,462	May 28, 2002
3. Removable filter plug for spring brake actuator	6,389,954	May 21, 2002
4. Removable filter cap for spring brake actuator	6,378,414	April 30,2002
5. High output spring brake actuator	6,314,861	November 13, 2001
6. Brake actuator and method of manufacture	6,131,501	October 17, 2000
7. Brake actuator and method of manufacture	6,129,004	October 10, 2000
8. Crimped sealed adapter bushing assembly for a double diaphragm spring brake actuator	5,829,339	November 3, 1998
9. Universal adapter pressure cap	5,791,232	August 11, 1998
10. Brake actuator and method of manufacture	5,758,564	June 2, 1998
11. Spring brake assembly having tamper-resistant welded housing and method for making same	5,285,716	February 15, 1994
12. High Output Spring Brake Actuator	10/012,607	October 22, 2001

**Exhibit "C"**

**Trademarks**

<b><u>Name</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
1. OMNIBRAKE	1980530	June 18, 1996
2. OMNI-TEX	2582825	June 18, 2002
3. TSE	Unregistered	Unregistered
4. TSE Brakes	Unregistered	Unregistered
5. Powerguard	Unregistered	Unregistered