TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest recorded 8/15/03 at Reel 002699, Frame 0313

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association	First Union National Bank	01/22/2004	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RMC of Illinois, Inc.
Street Address:	100 North Riverside Plaza
Internal Address:	Suite 1600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1469955	PARTNERS IN MANAGING CHANGE

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2159814194
Email: kennedyp@pepperlaw.com
Correspondent Name: Paul J. Kennedy
Address Line 1: 18th and Arch Streets
Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	126039.3 RMC/RELEASE
NAME OF SUBMITTER:	Paul J. Kennedy

Total Attachments: 2
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TERMINATION OF SECURITY INTEREST

This **TERMINATION OF SECURITY INTEREST**, dated as of January 22, 2004, is made by Wachovia Bank, National Association (formerly First Union National Bank), as Administrative Agent (the "Secured Party").

WHEREAS, RMC of Illinois, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation, a security interest in certain trademarks, trademark registrations and trademark applications ("Collateral"); and

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on August 15, 2003 at Reel 002699 and Frame 0313; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the trademark registration identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Collateral:

1. all of the Grantor's Collateral to which the Grantor is a party including the trademark registration referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each trademark; and
3. all reissues, continuations or extensions of the trademark and trademark applications; and
4. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement of any Collateral (ii) dilution of any trademark or (iii) injury to the goodwill associated with any trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

Secured Party:

WACHOVIA BANK, NATIONAL ASSOCIATION (FORMERLY FIRST UNION NATIONAL BANK), AS ADMINISTRATIVE AGENT

By: _____
Name: MICHAEL ROMANZO
Title: VICE PRESIDENT

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Schedule A

RMC of Illinois, Inc.
(Illinois Corporation)

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
PARTNERS IN MANAGING CHANGE	1469955	12/22/87

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