

08-07-2003



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TRADEMARKS ONLY

1 SHEET

2003 AUG -5 AM 4:30

9.5.03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document (5) and copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other **Assignment and Release of Security Interest**

Conveying Party

Mark if additional names of conveying parties attached

Name **Fleet Capital Corporation**

Execution Date
Month Day Year
07 29 03

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Rhode Island**

Receiving Party

Mark if additional names of receiving parties attached

Name **Stanhope Products Company**

DBA/AK/A TA _____

Composed of _____

Address (line 1) **379 Albert Road**

Address (line 2) _____

Address (line 3) **Brookville**

Ohio

45309

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Ohio**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0451-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0451-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,840,180"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

7/31/03

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AND RELEASE OF SECURITY INTEREST

This Assignment Agreement is entered into as of July ~~27~~ 2003 (this "Assignment") by and between FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Assignor"), and STANHOPE PRODUCTS COMPANY, an Ohio corporation ("Assignee").

WHEREAS, BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation ("Barclays"), and Assignee entered into that certain agreement dated as of December 15, 1993 and recorded on January 18, 1994, as assigned by Barclays to SHAWMUT CAPITAL CORPORATION, a Connecticut corporation ("Shawmut"), by that certain Assignment and Assumption Agreement, dated as of January 31, 1995 and recorded on May 8, 1995, as amended by that certain Amendment and Restated Trademark Collateral Assignment and Security Agreement by and between Assignee and Assignor, successor by merger to Shawmut, dated as of July 28, 1997 and recorded on August 6, 1997, and as further amended by that certain agreement by and between Assignee and Assignor, dated as of January 31, 1999 and recorded on March 17, 1999, providing, subject to the terms and conditions set forth therein, for a security interest in and an assignment of Assignee's trademark with a Registration Number of 1840180 (the "Trademark").

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor does hereby forever release its security interest in, and, without representation or warranty, does hereby assign unto Assignee, all right, title and interest in and to the Trademark, including any goodwill associated therewith.
2. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.
3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Assignor agrees to execute and deliver at Assignee's expense but without charge to Assignee, such further instruments, and to take or cause to be taken such other or further actions as Assignee may reasonably request, in order to perfect, confirm or evidence such assignment and release.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

**FLEET CAPITAL CORPORATION, a
Rhode Island corporation**

By: *Brian Conole*
Name: *Brian Conole*
Its: *Senior Vice President*

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

On this 29th day of July, 2003, before me personally came Brian Conole, to me known to be a(n) Sr. Vice President of FLEET CAPITAL CORPORATION, the assignor above-named, and acknowledged that he or she executed the foregoing instrument and he or she did swear that he or she executed this assignment as his or her free act on behalf of said assignor and pursuant to authority duly received.



Kelly Ehrhart
Notary Public
My Commission Expires: 3/26/06

**STANHOPE PRODUCTS COMPANY,
an Ohio corporation**

By:

Allen Jeter

Name:

JANE M. TILTON

Its:

ASSISTANT SECRETARY

STATE OF OHIO)

) SS.

COUNTY OF CUYAHOGA)

On this 30 day of July, 2003, before me personally came JANET M. TILTON to me known to be a(n) ASST. SECRETARY of STANHOPE PRODUCTS Co. the assignee above-named, and acknowledged that he or she executed the foregoing instrument and he or she did swear that he or she executed this assignment as his or her free act on behalf of said assignee and pursuant to authority duly received.

Mary Jane Patrick

Notary Public

MY COMMISSION

EXPIRES MAY 9, 2008