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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 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): Credit Lyonnais, New York Branch. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other Bank.

2. Name and address of receiving party(ies): Name: Gencor Industries, Inc. Internal Address: Street Address: 5201 N. Orange Blossom Trail. City: Orlando State: FL Zip: 32818. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other. Other: Termination & release of Sec. Interest. Execution Date: August 1, 2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s). Please see attached schedule.

6. Total number of applications and registrations involved: 10.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Natalie Chandler. Internal Address: C/O Pachulski Stang Ziehl Young Jones & Weintraub. Street Address: 10100 Santa Monica Blvd. Suite 1100. City: LA State: CA Zip: 90067.

7. Total fee (37 CFR 3.41): \$265.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number: N/A.

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.

Natalie Chandler Name of Person Signing

Signature

AUG. 1, 2003 Date

08/08/2003 DBYRNE 00000008 2132158

Total number of pages including cover sheet, attachments, and document: 10

01 FC:8521 02 FC:8522

40.00 225.00

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

Schedule 1

**GENCOR INDUSTRIES, INC
TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Gencor	2,132,158	1/27/98
Diagonal Stripe Design	2,265,980	8/3/99
Ultraplant	2,200,937	11/3/98
G Gencor Industries, Inc and Design	1,635,971	2/26/91
Gencontrol III and Design	2,180,008	8/11/98
H&B and Design	2,148,970	4/7/98
Sellers	2,125,451	12/30/97
Gencor Ultra II & Design	2,177,912	8/4/98
Roadrunner	2,252,576	6/15/99
Gencor Service Mark	2,361,043	6/27/00

TERMINATION AND RELEASE AGREEMENT

(TRADEMARK SECURITY AGREEMENT)

Reference is hereby made to that certain Amended and Restated Borrower Trademark Security Agreement, dated as of December 31, 2001 (the "Trademark Security Agreement"), made by Gencor Industries, Inc. (the "Borrower"), in favor of Credit Lyonnais New York Branch, as Agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Senior Secured Credit Agreement, dated as of December 31, 2001. Capitalized terms used herein and not expressly defined shall have the meanings ascribed such terms in the Trademark Security Agreement.

WHEREAS, the Trademark Security Agreement was recorded by Agent on April 30, 2002, with the U.S. Department of Commerce, Patent and Trademark Office, as Filing No: 102072225, Reel No. 002494, frames 0728 through 0747; and

WHEREAS, the Trademark Security Agreement and the security interests created thereby in favor of the Agent, for itself and for the ratable benefit of the Lenders, have been terminated.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which the Agent hereby expressly acknowledges, the Agent, on its own behalf and on behalf of the Lenders, hereby conveys, transfers, assigns and sets over unto the Borrower, all of the Agent's right, title and interest in and to all Collateral including, without limitation, all of the Trademarks listed on Schedule 1 attached hereto and incorporated herein by this reference. The foregoing conveyance shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Agent and the Borrower.

The Agent represents and warrants that it has made no previous assignment, transfer or agreements in conflict with this Termination and Release Agreement or constituting a present or future assignment, transfer or encumbrance on any of the Collateral.

The Agent hereby acknowledges and agrees that it will execute and deliver to the Borrower, at the Borrower's sole cost and expense, such further documents and instruments as are necessary to evidence the release of the Agent's liens and the security interests created by the Trademark Security Agreement with respect to the Collateral.

This Termination and Release Agreement shall be governed by and construed and enforced in accordance with the laws of New York, without regard to choice of law principles.

IN WITNESS WHEREOF, the Agent, on its own behalf of and on behalf of the Lenders, has executed this Termination and Release Agreement as of August 19, 2003.

**CREDIT LYONNAIS NEW YORK BRANCH,
as Agent**

By: Anne G. Shean
Name: Anne G. Shean
Its: Vice-President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 1st day of August in the year 2003, before me personally came Anne G. Shean to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

DAPHNE C. CHEN
Notary Public, State of New York
No. 01CH8089089
Qualified in New York County
Commission Expires Mar. 17, 2007

Daphne Chen
Notary Public

SCHEDULE 1**Trademarks****GENCOR INDUSTRIES, INC.**

Trademark	Registration No.	Registration Date
UNITED STATES		
Gencor	2,132,158	1/27/98
Diagonal Stripe Design	75/193,801	8/3/99
Ultraplant	2,200,937	11/3/98
G Gencor Industries, Inc and Design	1,635,971	2/26/91
Gencontrol III and Design	2,180,008	8/11/98
H&B and Design	2,148,970	4/7/98
Sellers	2,125,451	12/30/97
Gencor Ultra II & Design	2,177,912	8/4/98
Roadrunner	2,252,576	6/15/99
Gencor Service Mark	2,361,043	6/27/00
CANADA		
Gencor™ (word)	503,351	10/30/98
Gencor Industries™	509,183	3/12/99
G Gencor & Design™ (flaming G)	509,185	3/12/99
G Gencor & Design™ (stripes)	509,138	3/11/99
Genco™ (word)	537,883	11/28/00
G Genco™ & Design	532,975	9/20/00
EUROPE		
Gencor™ (word)	552,158	2/3/00
G Gencor Industries Inc. & Design (flaming G)	552,182	2/3/00
Ultraplant™	552,067	2/3/00
Ultradrum™	552,307	2/3/00
G Gencor & Design (flaming G)	552,257	2/3/00
G Gencor & Design	552,273	2/3/00

(stripes)		
Ultraflame	555,128	7/6/99
Astrafame	00586123	4/9/99
Genco	00586271	4/9/99
G Genco & Design	00586248	11/3/99
General Combustion & Design	00586180	4/9/99
Ultra II	552141	12/7/99
MEXICO		
G Gencor Industries & Design with stripes	539,832	2/15/96
G Gencor Industries & Design with stripe	558,362	9/22/97
Gencor (word)	552,029	6/26/97
Gencor Industries (word)	555,139	7/31/97
Ultraplant	562,118	10/31/97
Ultradrum	562,119	10/31/97
Gencor (word)	564,978	11/27/97
Gencor (word)	552,030	6/26/97
Ultraflame (word)	564,981	11/27/97
Genco	564,979	11/27/97
General Combustion	564,980	11/27/97
SINGAPORE		
Gencor (word)	7607/97	6/26/97
Gencor Industries (word)	7608/97	6/26/97
JAPAN		
Gencor (word)	131236/97	9/14/00
Gencor Industries (word)	131237/97	9/14/00
G Gencor & Design	131238/97	9/14/00
Genco (word)	131364/97	9/14/00
G Genco & Design (flaming G)	131365/97	9/14/00
General Combustion & Design (flaming G with electrons)	131366/97	9/14/00
AUSTRALIA		
Gencor (word)	736203	6/5/97

Gencor Industries (word)	736204	6/5/97
G Gencor & Design	736205	6/5/97

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TRADEMARK
REEL: 002804 FRAME: 0691

RUSSIA		
Gencor (word)	174232	4/15/99
Gencor Industries, Inc.	178399	8/9/99
G Gencor & Design (flaming G)	174233	6/13/99
Genco (word)	174231	4/15/99

NYDOCSI-551493.6

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RECORDED: 08/07/2003

TRADEMARK
REEL: 002804 FRAME: 0692