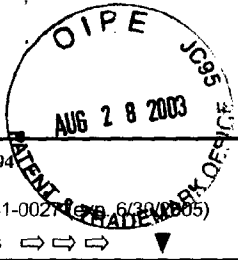


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (Rev. 6/30/2005) Tab settings

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):

CTI GROUP/ BUSINESS CREDIT, INC.

- Individual(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, Change of Name, Other Termination of Security Interest

Execution Date: 6/28/95

2. Name and address of receiving party(ies)

Name: BALLY ENGINEERED STRUCTURES, INC.

Internal Address:

Street Address: 20 North Front Street

City: Bally State: PA Zip: 19503

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Pennsylvania, 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) 739362, 789062, 857032, 1437067, 992472, 1197795

Additional number(s) attached Yes No

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

Name: Keith N. Leonard, Esquire

Internal Address: Leonard Tillery & Sciolla, LLP

Street Address: 1515 Market Street

Suite 1800

City: Philadelphia State: PA Zip: 19102

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-1665

DO NOT USE THIS SPACE

9. Signature.

KEITH N. LEONARD, ESQUIRE

Name of Person Signing

Signature

08/25/03

Date

Total number of pages including cover sheet, attachments, and document: 5

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

09/03/2003 LUMELLER 00000271 501665 739362

01 FC:0521 40.00 BA 02 FC:0522 175.00 BA

ADDENDUM to PTO-1594 RECORDATION FORM COVER SHEET

No. 4.B. Additional TRADEMARK REGISTRATIONS (8 total)

1331909

1576266

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, The CIT Group/Business Credit, Inc., having its principal offices at 1211 Avenue of the Americas, New York, New York (hereinafter referred to as "the Secured Party"), became a secured party pursuant to, among other things, a Security Agreement dated as of November, 1, 1987 (hereinafter referred to as "Security Agreement"); and

WHEREAS, Bally Engineered Structures, Inc., a Pennsylvania corporation, with offices at 20 North Front Street, Bally, Pennsylvania, (hereinafter referred to as "the Debtor"), granted a security interest in, to and under the trademarks and United States registrations therefor identified in the Schedule of Trademarks annexed hereto as Schedule "A" (hereinafter referred to as "the Trademarks") to Secured Party by an instrument titled Assignment for Security dated as of November 15, 1989, recorded in the United States Patent and Trademark Office on _____, _____, at Reel _____, Frame _____ (hereinafter "the Security Interest"); and

WHEREAS, Debtor has defaulted on its obligations to Secured Party under Security Agreement; and

WHEREAS, Secured Party has pursuant to the Security Agreement and Sections 9-503 and 9-504 of the New York Uniform Commercial Code, has sold said Trademarks at private sale on the 28th day of JUNE, 1995, to Refrigerated Boxes, Inc., having its principal office at 11401 Roosevelt Boulevard, Philadelphia, Pennsylvania 19154 for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; and

266710.2

WHEREAS, Secured Party desires to record this instrument to evidence termination of the Security Interest in the Trademarks.


NOW, THEREFORE, Secured Party agrees as follows:

1. Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby releases and terminates the Security Interest in, to and under, the Trademarks and all renewals and extensions thereof.

2. Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the release and termination of Security Interest in the Trademarks by Secured Party, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 28 day of June, 1995, to become effective as of the 28 day of June, 1995.

THE CIT GROUP/BUSINESS CREDIT, INC.

By: 
Name: Ben Landriscina
Title: Executive Vice President

LY ENGINEERED STRUCTURE, NC.
SCHEDULE OF TRADEMARKS

<u>TRADEMARK</u>	<u>COUNTRY OF REGISTRATION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
SPEED-LOK	UNITED STATES	739,362	10/16/62 (renewed 10/16/82)
B (within a square)	UNITED STATES	789,062	05/06/65 (renewed 05/04/85)
BALLY	UNITED STATES	857,032	09/17/68 (renewed 09/17/88)
BALLY	UNITED STATES	1,437,067	04/21/87
DATA-SHIELD	UNITED STATES	992,472	09/03/74
THERMOBALANCE	UNITED STATES	1,197,795	06/15/82
THERMOWELD	UNITED STATES	1,331,909	04/23/85
NORTHWIND 1000	UNITED STATES	Pending, Serial Application No. 73/800.046	Application filed 05/15/89
BALLY	CANADA	212,154	02/13/76
VALIE IN KATAKANA	JAPAN	1,023,397	07/16/83
VALIE	JAPAN	1,023,398	07/16/83
BALLY	JAPAN	2,079,002	06/15/88
BALLY	PRC	245,202	02/28/86
BALLY	PRC	245,244	02/28/86
COLDSTORE/96	PRC	245,196	02/28/86
SPEED-LOK	PRC	244,217	02/28/86
THERMOBALANCE	PRC	245,195	02/28/86
THERMOWELD	PRC	245,210	02/28/86

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TRADEMARK
REEL: 002816 FRAME: 0568

Loans to Gary Fishback from WMI & Newton Wayland

Trust loans Gary Fishback 10,000 (@ 10%)(+ \$30 Fed Ex)on 6/18/01

Trust loans G. F. 4,000 (+\$30 Fed Ex) @ 18%, on 1/07/02
Trust loans G.F. 6,000 (+ \$30 Fed Ex) @ 18%, on 1/10/02 **TOTAL:**
\$10,000

NW loans G.F. 2,500 @ 100%, on 3/3/02

Trust loans G.F. 7,500, @ 18%, on 5/11/02

NW loans Gary F. 7,500 @18%, on 7/22/02

NW loans Gary F. 1,000 @18%, on 9/09/02?

WMI loans G.F. 2,500 @ 18%, on 10/24/02

Trust loans G.F. 5,100, @ ? %, on 2/2/03

NW loans G.F. \$1,000, @ 10% interest, on 7/11/03

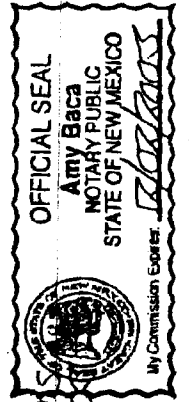
Totals: G.F. owes Trust 10,000 @ 10% (+ 30)
10,000 @ 18% (+ 60)
7,500 @ 18%
5,100 @ 7%
(Total:\$32,600, not counting interest)

G.F. owes NW 2,500 @ 100%
7,500 @ 18%
1,000 @ 18%
1,000 @ 10%
(Total:\$12,000, not counting interest)

G.F. owes WMI 2,500 @ 18%(not counting interest)

Grand Total: \$47,100, + interest and charges

Newton Wayland
[Handwritten signatures]



Witnessed before me this 14th day of August, 2003 by Gary M. Fishback. Amy X Baca Notary Public