

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank One NA		03/30/2004	National banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Cathodic Protection Services Company
Street Address:	7700 San Felipe
Internal Address:	Suite 340
City:	Houston
State/Country:	TEXAS
Postal Code:	77063
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1617432	CPS
Registration Number:	1542313	LC
Registration Number:	1624560	MICRO-POLATROL
Registration Number:	911812	POLATROL
Registration Number:	1510965	SEAWRAP
Registration Number:	1145681	XL

CORRESPONDENCE DATA	
Fax Number:	(312)630-7388
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-368-4058
Email:	thomas.ryan@piperrudnick.com
Correspondent Name:	Thomas W. Ryan
Address Line 1:	P.O. Box 64807
Address Line 2:	Piper Rudnick LLP
Address Line 4:	Chicago, ILLINOIS 60664-0807

CH \$165.00 1617432

ATTORNEY DOCKET NUMBER:

305792-16

NAME OF SUBMITTER:

Thomas W. Ryan

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND
TRADEMARK REGISTRATIONS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND TRADEMARK REGISTRATIONS ("Release"), is dated this 27th day of July, 2004, by BANK ONE, NA, as Agent (the "Agent").

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of June 9, 2000 (the "Credit Agreement"), among Corpro Companies, Inc., an Ohio corporation ("Corpro"), CSI Coating Systems, Inc., a corporation organized under the laws of the Province of Alberta ("CSI"), and the Lenders (as defined below) and Agent, the parties thereto executed a Pledge and Security Agreement;

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of June 9, 2000 (the "Security Agreement"), among Corpro, Good-All Electric, Inc., an Ohio corporation ("Good-All"), Bass Software, Inc., a Texas corporation ("Bass"), Cathodic Protection Services Company, a Delaware corporation ("Cathodic"), Ocean City Research Corp., a New Jersey corporation ("Ocean City"), CCFC, Inc., a Nevada corporation ("CCFC"), Rohrback Cosasco Systems, Inc., a California corporation ("Rohrback") (Corpro, Good-All, Bass, Cathodic, Ocean City, CCFC and Rohrback being referred to herein collectively as the "Assignors" and each an "Assignor") and the Agent, the Assignors granted to the Agent, for the benefit of certain lenders (the "Lenders"), a security interest in and lien on all property and interests in property and proceeds thereof then owned or thereafter acquired, including all of their trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks with the United States Patent and Trademark Office listed on Schedule 1, attached hereto and incorporated herein by reference;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 2357/Frame 0904;

WHEREAS, as of the date hereof, the Assignors have entered into a refinancing arrangement with CapitalSource Finance, LLC ("CapitalSource") as Senior Lender, and American Capital Financial Services, Inc. ("ACS") as Subordinated Lender (CapitalSource and ACS collectively the "New Lenders" and each a "New Lender") (the "Refinancing");

WHEREAS, in connection with the Refinancing, the Assignors have repaid and satisfied in full all obligations to the Lenders under the Credit Agreement (the "Satisfaction"); and

WHEREAS, in connection with the Refinancing, and as a result of the Satisfaction, the Agent, acting on behalf of itself and the Lenders, has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Authority of Agent. The Agent is authorized to execute this Release on behalf of itself and the Lenders, in accordance with Section 11.2 of the Credit Agreement.
2. Termination and Release. The Agent hereby terminates and releases its security interest in and lien on, and all of its right, title and interest in and to each of the Trademarks listed on

Schedule 1 hereto, and the related trademark registrations and goodwill, effective as of the date first set forth above.

3. Release of the Assignors. Each of the Assignors is hereby released from its obligations under the Security Agreement with respect to the Trademarks and trademark registrations.

4. Return of Assignment Documents. Concurrently with the execution and delivery of this Release, the Agent shall release all assignment documents, executed in blank, in its possession, and shall return same to the Assignors.

5. Further Assurances. The Agent agrees to authenticate and deliver to the Assignors, New Lenders or their respective counsel, at the expense of the Assignors, such other writings or records and made and do all such other and further acts or things as the Assignors, New Lenders or their respective counsel shall reasonably deem necessary or advisable to effectuate or better evidence the agreements and assignment contained in this Release.

IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date first set forth above.

BANK ONE, NA, as Agent

By: Philip D. Martin
Its: Senior Vice President
Date: 3/25/04

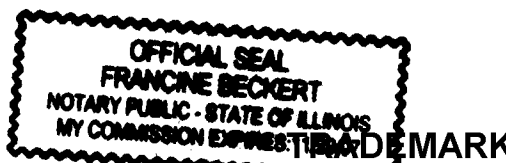
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me a notary public in and for said county and State personally appeared ^{PHILIP P. SR} MARTIN, the VICE PRES. of Bank One, NA, who acknowledged that s/he did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is her/his free act and deed as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto affixed my official seal at CHICAGO, IL this 25th day of MARCH, 2004.

Francine Beckert
Notary Public



Schedule 1

Trademarks and Trademark Registrations

Corpro Companies, Inc.

ANODE-CRETE, No. 1374416

CALM, No. 1708934

CCI, No. 1871750

CENTAP, No. 1175950

CONCOR, No. 1342115

CONSULEX, No. 2037145

CONSULEX BASE COAT, No. 2035674

CORROGRAPH, No. 1190664

GOODALL-ELECTRIC, No. 1908296

HARCO, No. 847175

HARCO, No. 839479

HIRDA, No. 1174008

MTCF, No. 1966521

PASS, No. 1293962

PEDICELL, No. 1275534

PERMACELL, No. 1105957

PLATINODE, No. 1494875

PNT, No. 1169105

SPIRA-PAK, No. 916654

T.A.S.C., No. 972251

TANK-PAK, No. 1536295

HARCO, No. 26691983

HARCO, No. 185587

HARCO, No. 1160561

HARCO & design, No. 891526

HARCO & design, No. 915215

CCI, Serial No. 1387745, *trademark pending**

CCI, Serial No. 75/883649, *trademark pending**

CCI, Serial No. 823935, *trademark pending**

CORRPOWER, Serial No. 75/624418, *trademark pending**

CORRPRO, Serial No. 1387836, *trademark pending**

CORRPRO, Serial No. pending, *trademark pending**

CORRPRO, Serial No. 823936, *trademark pending**

For Every Corner of Your World, Serial No. 75/776114, *trademark pending**

MTCF, Serial No. 13690/1999, *trademark pending**

PERMANODE, Serial No. pending, *trademark pending**

TANK-PAK, Serial No. 20451/1999, *trademark pending**

Cathodic Protection Services Co.

CPS, No. 1617432

LC, No. 1542313

MICRO-POLATROL, No. 1624560

POLATROL, No. 911812

SEA WRAP, No. 1510965

XL, No. 1145681

Rohrback Cosasco Systems, Inc.

ANOTROL, No. 243315

ANOTROL, No. 101130

ANOTROL, No. 124275

ANOTROL, No. 764021

CORRATER, No. 384306
CORROSMETER, No. 769571
CORRATER, No. 821216
CORROSMETER, No. 384307
CORROSMETER, No. 122167
CORROSMETER, No. 1042587
CORROSMETER, No. 457521
SCALOMETER, No. 979982
ANOTROL, No. 718858
ANOTROL, No. 718868
ANOTROL, No. 3672
ANOTROL, No. 56884
CORRATER, No. B878729
CORRATER, No. 804221
CORRATER, No. 243315
CORRATER, No. A377627
CORRATER, No. 280484
CORRATER, No. 1579546
CORRATER, No. 115793
CORRDATA, No. 1839889
CORROSOMETER, No. 665713
CORROSOMETER, No. 257137
CORROSOMETER, No. 1177244
CORROSOMETER, No. 1207919
CORROSOMETER, No. 4340737
CORROSOMETER, No. 115792

CORROTEMP, No. 1793526

COSASCO, No. 710782

SCALOMETER, No. 1200901

SCALOMETER, No. 1459045

RCS LOGO, Serial No. 75/883124, *trademark pending**

ULTRACORR, Serial No. 75/559160, *trademark pending**

* indicates trademark was pending as of June 9, 2000.