

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		03/05/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Harris Williams & Co.
Street Address:	707 E. Main Street
Internal Address:	19th Floor
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23219
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2207235	HARRIS WILLIAMS & CO.

CORRESPONDENCE DATA	
Fax Number:	(804)644-0957
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jthomas@hf-law.com
Correspondent Name:	Janet S. Thomas
Address Line 1:	P.O. Box 500
Address Line 4:	Richmond, VIRGINIA 23218-0500

ATTORNEY DOCKET NUMBER:	020408.00664
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NAME OF SUBMITTER:	Harris Williams & Co.
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TERMINATION AND RELEASE AGREEMENT

This TERMINATION AND RELEASE AGREEMENT (this "Agreement"), entered into as of March 5, 2004 and effective as of January 30, 2004 (the "Effective Date"), between the undersigned parties recites and provides as follows.

WITNESSETH:

WHEREAS, Harris Williams & Co., a Virginia corporation (the "Borrower"), and Heller Financial, Inc., a Delaware corporation, in its capacity as a lender and as an agent for the lenders party to the Credit Agreement (in such capacity, the "Agent"), were parties to a certain Credit Agreement, dated as of June 21, 2000 and terminated as of the Effective Date (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and the Agent entered into a Security Agreement, dated as of June 22, 2000 and terminated as of the Effective Date (as amended, modified or supplemented from time to time, the "Security Agreement");

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Borrower and the Agent entered into a Trademark Security Agreement, dated June 22, 2000 (as in effect on the date hereof, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 14, 2001 at Reel 2265, Frame 0297; and

WHEREAS, all obligations under the Credit Agreement have been paid in full as of the Effective Date, and the parties hereto desire to terminate the Trademark Security Agreement and to obtain a release of the Agent's security interest in all collateral covered or purported to be covered by the Trademark Security Agreement, including, but not limited to, each Trademark listed on Schedule 1 annexed hereto (all such collateral, rights, property and assets being herein referred to as the "Existing Collateral");

NOW, THEREFORE, the parties hereto agree as follows:

1. Termination of Trademark Security Agreement and Release of Security Interest. The Trademark Security Agreement is hereby terminated, and the Agent hereby releases all of its security interest in and liens upon any and all Existing Collateral.

ACCORDANCE WITH THE LAWS
REGARD TO CONFLICT OF LAWS
may be executed in one or more
deemed an original, but all
constitute one and the same ins

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