

10/6/03

RE

10-06-2003

FEET



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Tab settings

To the Honorable Commissioner of Patents and Trademarks

Transmitted original documents or copy thereof.

1. Name of conveying party(ies):

LaSalle Bank National Association

- Individual(s)
- General Partnership
- Corporation-State
- Other National Bank
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment of Trademarks
- Merger
- Change of Name

Execution Date: September 18, 2003

2. Name and address of receiving party(ies)

Name: Anchor Brake Shoe, L.L.C.

Internal Address:

Street Address: 865 Busse Highway

City: Park Ridge State: IL ZIP: 60068

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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 patent number(s):

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name: 202.703.2700

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41):

\$ 900

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/07/2003 6TOR11 00000662 1925343

DO NOT USE THIS SPACE

01 FC:0501 40.00 OP
02 FC:0522 Statement and signature, 50.00 OP

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Andrea Serdiuk

Signature

September 30, 2003

Date

Total number of pages including cover sheet, attachments, and document: 3

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

Schedule A

Trademarks

Mark

Registration Number

Brake Shoe Logo
FLANGE SAVER
ANCHOR

1,925,343
1,863,642
0,685,475

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS dated September 18, 2003 by LaSalle Bank National Association as hereinafter described;

WITNESSETH:

WHEREAS, LaSalle Bank National Association, formerly known as LaSalle National Bank (hereinafter referred to as the "Lender") and Anchor Brake Shoe, L.L.C., a Delaware limited liability company (the "Company") are parties to a certain Trademark Security Agreement dated July 31, 2001 which was recorded in the United States Patent and Trademark Office on October 16, 2001 at Reel 002389, Frame 0304 (the "Assignment"), pursuant to which the Company granted a security interest in and collateral assignment of certain trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and certain other property (collectively the "Trademarks"); and

WHEREAS, the Company has requested that the Lender release its security interests in the Assignment and the Trademarks and reassign the same to the Company;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

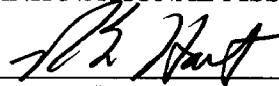
The Lender hereby releases and reassigns, grants and conveys to the Company, without any representation, warranty, recourse or undertaking by the Lender, all of its right, title and interest, if any, in and to all security interests and collateral assignments granted pursuant to the Assignment, including, but not limited to, all security interests in and collateral assignments of, all of the following:

(i) Each trademark, registered trademark, trademark application, service mark, registered service mark and service mark application, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A hereto, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications; and

(ii) All renewals thereof, all income, royalties, damages, and payments payable under and with respect thereto, and damages and payments for past or future infringements or dilutions thereof, the right to sue for past, present and future infringements and dilutions thereof, and all of the Company's rights corresponding thereto throughout the world.

IN WITNESS WHEREOF, the Lender has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION

By 
Name ROBERT W. HART
Title First Vice President

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