

MRD 5/27/2004

05-27-2004



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

REC'D TR 102708335

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):

Accubuilt, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release of Trademarks (checked)

Execution Date: May 17, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Internal Corporation, as Agent

Street Address: 335 Madison Avenue City: New York State: NY Zip: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (checked)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 75/049027

Additional number(s) attached Yes No (checked)

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

Name: Craig Lee c/o King & Spalding Internal Address:

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Craig Lee

Signature

5/24/04

Date

Name of Person Signing

DBYRNE 00000043 75049027

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

05/27/2004

01 FC:8521 02 FC:8522 03 FC:8523

40.00 OP 400.00 OP 120.00 OP

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

## SCHEDULE I

### Trademarks

75/049027  
75/040219  
75/040218  
75/049035  
75/049026  
75/117374

2023817  
2023818  
2023975  
2023976  
2025571

1,723,585  
1,721,735  
1,725,404  
1,751,171  
570,523  
1,163,626

### Unregistered Trademarks and Service Marks

Chancellor  
CarCraft  
Crown  
Crown Sovereign  
Diplomat  
Statesman

### Trade Names

S&S Coach Company  
Superior Coaches

### Licenses

License, dated January 6, 1981, between Sheller-Globe Corporation, as Licensor and Earnhart, Inc., as Licensee, for the use of the trademark "SUPERIOR", including the mark as shown in United States Trademark Registration No. 570,523 registered on February 17, 1953 and United States Trademark Application Serial No. 220,666 (subsequently registered on August 4, 1981 as United States Trademark Registration No. 1,163,626) (the "Licensed Mark") in the funeral

coaches business, as assigned to E.P. Dutton, Inc., as Licensee, pursuant to an Assignment Agreement, dated as of October 13, 1982. On March 11, 1985, Maple Tor Industries, Inc. (successor by change-of-name to E.P. Dutton) assigned the license to Northeast Ohio Axle, Inc. (successor to E.P. Dutton, Inc.) On June 2, 1987, NEOAX, Inc. (Ohio) (successor by change-of-name to Northeast Ohio Axle, Inc.) was merged with NEOAX, Inc. (Del.) Pursuant to an Assignment Agreement, dated as of February 23, 1989, NEOAX, Inc. (Del.) assigned the license to ErstMark Transportation Group, Inc. ErstMark Transportation Group, Inc. was merged with and into Superior to Ohio, Inc. on May 3, 1989.

RELEASE OF SECURITY OF PATENTS, TRADEMARKS,  
AND COPYRIGHTS

FOR VALUE RECEIVED, the undersigned, HELLER FINANCIAL, INC., a Delaware corporation (the "Lender"), a party to that certain Assignment for Security of Patents, Trademarks and Copyrights, dated as of October 31, 1996 (the "Assignment"), between Lender and SUPERIOR OF OHIO, INC., a Delaware corporation ("Assignor"), the Lender does hereby grant, assign and convey absolutely, and release any security interest or collateral assignment in, unto the Assignor WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, all of its right, title and interest, in, to and under (i) the trademarks, tradenames and service marks listed on Schedule I hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of the Assignor's business connected with and symbolized by such trademarks, tradenames and service marks (collectively, the "Trademarks") to the extent any of the foregoing was transferred to the Lender pursuant to the Assignment (and filed in the United States Patent and Trademark Office on July 3, 1997 and previously on February 11, 1997 on Reel 1535, Frame 0392).

IN WITNESS WHEREOF, the Lender has caused this Release of Security of Patents, Trademarks and Copyrights to be executed under seal by one of its duly authorized officers on this 17<sup>th</sup> day of May, 2004.

LENDER:

HELLER FINANCIAL, INC.

By: \_\_\_\_\_

Name: Mark Hindson

Title: Duly Authorized Signatory

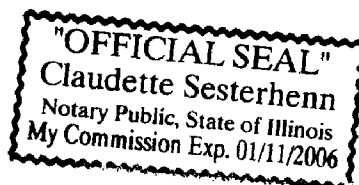
STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

The foregoing Release of Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 17 day of MAY, 2004, by MARSHINGTON personally known to me to be the AUTHORIZED SIGNER of HELLER FINANCIAL, INC.

Claudette Sesterhenn  
Notary Public

My commission expires:

January 11, 2006





IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCUBUILT, INC.

By:

\_\_\_\_\_  
Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: 

\_\_\_\_\_  
Its Duly authorized Signatory