

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Trademarks

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation as Agent		06/28/2004	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Crestliner, Inc.
<b>Street Address:</b>	609 13th Avenue N.E.
<b>City:</b>	Little Falls
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	56345
<b>Entity Type:</b>	CORPORATION: MINNESOTA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1002727	CRESTLINER

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212-310-8894
<b>Email:</b>	brielle.weisberg@weil.com
<b>Correspondent Name:</b>	Brielle Weisberg
<b>Address Line 1:</b>	767 5th Avenue
<b>Address Line 4:</b>	New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	47650.0008
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<b>NAME OF SUBMITTER:</b>	Phyllis Eremitaggio
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**Total Attachments: 3**  
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## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of JUNE 24, 2004 by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("GECC").

WHEREAS, GECC and Crestliner, Inc., a Minnesota corporation ("Debtor"), entered into that certain Trademark Security Agreement, dated as of September 30, 2002 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on October 8, 2002 at Reel 002594, Frame 0173 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

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

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and


(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens,

including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT

By:   
Name: GLENN CAMPBELL  
Title: Deputy Authorized Signatory

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CRESTLINER	1002727	01/28/1975

CRESTLINER, INC.