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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102764218

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PNC Bank, N.A.

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

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

2. Name and address of receiving party(ies)

Name: U.S. Fence, Inc.

Internal Address:

Street Address: 7830 Freeway Circle

City: Middleburg Heights State: OH Zip: 44130

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Intst

Execution Date: 2/28/2003

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s)

2,427,302 and 2,423,671

Additional number(s) attached Yes No

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

Name: Randolph R. Smith, Jr., Esq.

Internal Address: Holland & Knight LLP Suite 2000, One Atlantic Ctr.

Street Address: 1201 W. Peachtree St. N.W.

City: Atlanta State: GA Zip: 30309-3400

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65

- Enclosed [paid 8/29/03] Authorized to be charged to deposit account

8. Deposit account number:

09/02/2003 ECDOPER 00000010 2427302

01 FC:0321 02 FC:0322

40.00 25.00

DO NOT USE THIS SPACE

9. Signature.

Randolph R. Smith, Jr., Esq. Name of Person Signing

Randolph R. Smith, Jr. Signature

4/20/04 Date

Total number of pages including cover sheet, attachments, and document: 4

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

ASSIGNMENT AND RELEASE OF SECURITY INTEREST

This ASSIGNMENT AND RELEASE OF SECURITY INTEREST ("Assignment and Release") is made as of February 28, 2003, by PNC Bank, National Association ("PNC"), for itself and as agent for the Lenders, in favor of U.S. Fence, Inc., an Ohio corporation (formerly known as Fenclo (U.S.A.), Inc., successor in interest to Erwin Industries, LLC, formerly known as Erwin Industries, Inc.) ("U.S. Fence"). Unless otherwise indicated, capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement (hereinafter defined).

W I T N E S S E T H:

WHEREAS, Erwin Industries, Inc. ("Erwin") entered into that certain Revolving Credit and Security Agreement, dated December 9, 1999, among PNC, as agent for the Lenders, the Lenders, Erwin and Diamond Wood Treaters, Inc., a Georgia corporation ("Diamond"), as amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments (the "Credit Agreement"), pursuant to which PNC took a security interest in the Collateral;

WHEREAS, pursuant to the Credit Agreement, Erwin entered into that certain Contingent Patent, Trademark and License Agreement, dated December 8, 1999, by Erwin in favor of PNC (the "IP Agreement");

WHEREAS, under the IP Agreement, Erwin assigned its interests in the Patents, Trademarks (including but not limited to those Patents and Trademarks listed in Exhibit A, attached hereto and incorporated herein by this reference) and Licenses to PNC (the terms Patents, Trademarks and Licenses as used herein shall have the meaning ascribed to them in the IP Agreement);

WHEREAS, pursuant to section 9 of the IP Agreement, PNC agreed, upon payment in full of the obligations under, and termination of, the Credit Agreement, to execute and deliver to Erwin all assignments and other instruments as may be necessary or proper to re-vest in Erwin full title to the Patents, Trademarks and Licenses; and

WHEREAS, PNC has received full payment of all amounts owing it pursuant to the Credit Agreement and the Credit Agreement has been terminated.

NOW, THEREFORE, in consideration of the amounts paid to PNC by U.S. Fence, as successor to Erwin, and by Diamond, and in order to fulfill PNC's obligations under section 9 of the IP Agreement, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, PNC agrees as follows:

PNC, for itself and as agent for the Lenders, hereby (a) assigns all right, title, and interest in and to the Patents, Trademarks and Licenses, all common law rights associated therewith, and all goodwill related thereto, to U.S. Fence; and (b) releases and forever discharges its interests in the Patents, Trademarks and Licenses, and any and all Collateral pledged pursuant to the Loan Agreement, the IP Agreement, and all documents related to such agreements, and restores to U.S. Fence all such interests therein. PNC hereby represents and warrants to U.S. Fence that it has not granted to any third party any interest in or right to the Patents, Trademarks, Licenses, or Collateral. Furthermore, PNC hereby agrees to execute any further documents regarding the Patents, Trademarks, Licenses and Collateral that U.S. Fence shall reasonably request.

IN WITNESS WHEREOF, PNC has executed this Assignment and Release as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION

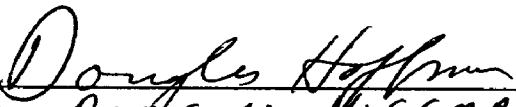
By: 
Name: DOUGLAS HOFFMAN
Its: VICE PRESIDENT

EXHIBIT A

US trademarks 2,427,302 and 2,423,671; US patents 5,665,284; 5,728,330; D378,462; D376,248; 5,620,136; 5,806,758; 5,626,331; D385,682; 5,617,697; 5,632,123; 5,862,642; 5,660,016; 5,713,165; and Canadian patents 2,194,258; 84985

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