

2/19/04

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):  
Dana Global Holdings, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation -  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: Theodore Bargman Co.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 221 East Park Drive  
City: Albion State: Indiana Zip: 46701  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Michigan  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Security Agreement  
Execution Date: January 29, 2004

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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2593596

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Ronald D. Gutt  
Internal Address: \_\_\_\_\_  
McDonald Hopkins Co., LPA  
Street Address: 2100 Bank One Center  
600 Superior Avenue, E.  
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

9. Statement and signature.  
*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.*

Ronald D. Gutt (Reg. No. 43,650)  
Name of Person Signing

Ronald D. Gutt  
Signature

2/17/04  
Date

02/20/2004 DBYRNE 00000026 2593596  
01 FC:8521

Total number of pages including cover sheet, attachments, and document: 1

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

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TRADEMARK  
REEL: 002916 FRAME: 0202

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (as amended, restated, supplemented or otherwise modified from time to time, this "*Agreement*"), dated as of January 29, 2004, from DANA GLOBAL HOLDINGS, INC. (the "*Secured Party*"), to THEODORE BARGMAN CO. (the "*Assignor*").

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Assignment of Trademarks and Security Agreement, dated as of November 15, 2002, in favor of the Secured Party (the "*Security Agreement*"), a security interest (the "*Security Interest*") was granted by the Assignor to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office (the "*USPTO*"); and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Assignor secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the parties hereto agree as follows:

1. Release. The Secured Party hereby terminates and releases the Security Interest in the Collateral and hereby transfers and assigns to Assignor all of its right, title and interest in and to the Collateral.

2. Collateral. The term "*Collateral*," as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature in and to the following:

(i) all trademarks, trade names and service marks registered with the USPTO (including, without limitation, those listed on Schedule A to this Agreement); (ii) all applications for the registration of trademarks, trade names and service marks filed with the USPTO (including, without limitation, those listed on Schedule A to this Agreement); (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States; (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, extensions and renewals of any of the foregoing; (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards,

performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis); (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (ix) all rights to sue for past, present or future infringements of any of the foregoing; (x) all goodwill related to any of the foregoing; (xi) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of Ohio) of the Assignor related to the foregoing; and (xii) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

3. Further Assurance. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

**[Signatures follow.]**



**SCHEDULE A**  
**TO TERMINATION AND RELEASE OF**  
**SECURITY INTEREST IN TRADEMARKS**

**I. REGISTERED TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.:**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Appl. No.</u></b>	<b><u>Reg. No.</u></b>
BARGMAN	United States of America	76013907	2593596
BARGMAN	Canada	1072367	TMA569753

**II. DOMAIN NAMES:**

BARGMAN.COM