

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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.

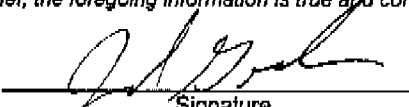
<p>1. Name of conveying party(ies):</p> <p>THE BANK OF NEW YORK</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- <input checked="" type="checkbox"/> Other: <u>State Commercial Bank, New York</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Stanadyne Corporation</u></p> <p>Internal Address: Street Address: <u>92 Deerfield Road</u></p> <p>City: <u>Windsor</u> State: <u>Connecticut</u> Zip: <u>06095</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: <u>Delaware limited liability company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Release of Security Interest</u></p> <p>Execution Date: <u>August 13, 2004</u></p>	

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s): <u>See attached Exhibit A</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s):</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Edward A. Gordon</u> <u>Ropes & Gray</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p>	<p>6. Total Number of applications and registrations involved: <u>13</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>520.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account, referencing File Symbol <u>KOLC-033-001</u>. <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Edward A. Gordon, Reg. No. 54,130  August 20, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

CH \$520.00 181945 74530648

EXHIBIT A

Release of Security Interest from The Bank of New York as Secured Party to Stanadyne Corporation (f/k/a Stanadyne Automotive Corp.) (recorded Reel/Frame 1280/0476)

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pencil Nozzle	808,434	5/17/66
Fuel Sentry	1,458,241	9/22/87
Fleet Strength	1,544,088	6/20/89
Winter 1000	1,549,700	8/1/89
Performance Formula	1,555,387	9/12/89
Time Trac	1,556,626	9/19/89
Fleet Tough	1,554,608	9/5/89
Stanadyne	1,622,066	11/13/90
Stanadyne	1,629,975	1/1/91
Fuel Manager	1,699,779	7/7/92
S (and Design)	1,752,251	2/16/93
Performance Formula	1,905,211	7/18/95

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>
Performance Formula Junior	74-530,648	5/27/94

**RELEASE AND REASSIGNMENT OF
INTELLECTUAL PROPERTY**

Reference is hereby made to that certain Grant of Security Interest (Trademark) dated as of February 2, 1995 (the "Agreement") among Stanadyne Corporation (i/k/a Stanadyne Automotive Corp.), a Delaware corporation ("Debtor"), and The Bank of New York, as Secured Party (the "Secured Party"), which was recorded in the United States Patent and Trademark Office on February 10, 1995 at Reel 1280 Frame 0476 and pursuant to which the Debtor assigned and granted to the Secured Party a security interest in and to all of Debtor's rights, title and interests in and to the collateral listed on Schedule I-B to the Agreement (the "Collateral"), including without limitation the trademarks, trademark registrations and trademark applications specifically listed on Exhibit A attached hereto and the registrations thereof (the "Trademarks"), together with all of the goodwill of Debtor associated therewith and represented thereby;

WHEREAS, capitalized terms used herein and not defined herein are used as defined in the Agreement; and

WHEREAS, the Secured Party, wishes to release, retransfer and reassign to Debtor, without representation or warranty, all of the Secured Party's rights, title and interests in and to the Collateral, including without limitation the Trademarks, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Secured Party hereby releases, transfers and assigns to Debtor, without representation or warranty, all of the rights, title and interests of the Secured Party in and to the Collateral, including without limitation the Trademarks, and the goodwill associated therewith. The Secured Party hereby authorizes Debtor to take any and all actions in connection with the Trademarks in Debtor's own name and at Debtor's own expense. After the date hereof, the Secured Party will execute and deliver to Debtor such documents and will take such other actions as Debtor may reasonably request to accomplish the release, transfer and assignment set forth herein.

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of this 13th day of August, 2004.

THE BANK OF NEW YORK

By: 
RICHARD B. MCKEOUGH

Title: VICE PRESIDENT

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