Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release and Termination of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Texas Growth Capital Fund, L.P.		08/30/2004	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Kulkoni, Inc.	
Street Address:	502 Garden Oaks	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77018	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2011393	
Registration Number:	1552475	
Registration Number:	2362309	KULKONI
Registration Number:	2362310	KULKONI, INC.
Serial Number:	75538722	
Serial Number:	76113487	AMERICAN WIRE ROPE

CORRESPONDENCE DATA

Fax Number: (212)704-6288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127046000

Email: kzielaznicki@jenkens.com

Correspondent Name: Karl M. Zielaznicki Address Line 1: 405 Lexington Avenue

Jenkens Gilchrist Parker Chapin LLP Address Line 2: Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:

58170.00043

TRADEMARK

REEL: 002932 FRAME: 0778

900012660

NAME OF SUBMITTER:	Karl M. Zielaznicki		
Total Attachments: 4			
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RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated August <u>30</u>, 2004 given by TEXAS GROWTH CAPITAL FUND, L.P., as Agent for the Lenders now or hereinafter a party to the Loan Agreement (in such capacity, the "Secured Party"), in favor of KULKONI, INC., a Texas corporation ("Grantor").

RECITALS:

WHEREAS, pursuant to a certain Loan Agreement dated April 18, 2002 (as amended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Grantor, Agent and certain lenders therein named (collectively, the "Lenders") the Lenders agreed to make certain loans (the "Loan") to Grantor.

WHEREAS, Grantor agreed as a condition precedent to the obligation of the Lenders to make the Loan to Grantor under the Loan Agreement to execute and deliver an Intellectual Property Security Agreement (hereinafter, the "Security Agreement" and together with the Loan Agreement, the "Loan Documents");

WHEREAS, the Security Agreement was recorded in the records of the US Trademark Office Assignment Branch at Trademark Reel No. 002528 at Frames 0463 – 0478; and

WHEREAS, Grantor's Obligations and any other covenants and obligations of the Grantor under the Loan Documents have been paid and satisfied in full and the Secured Party desires to release the security interests granted therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby irrevocably releases and terminates the security interests granted in the Loan Documents in and to Grantor's Intellectual Property and Other Proprietary Property including, without limitation, the Intellectual Property set forth on Schedule A and B hereto and all Proceeds and products of any and all of the Intellectual Property.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan Documents.

NEWYORK 1004672v1 58170-00043 08/27/2004

TEXAS GROWTH CAPITAL FUND, L.P., as Agent and as a Lender

By: Texas Growth Capital Partners, L.P., General Partner

By: Texas GCP Fund, LLC,

General Partner

Vame: J Rebello

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2004, by Cape Rebello, Manager of Texas GCP Fund, LLC, in its capacity as the sole General Partner of, and thereby as the act and deed of, Texas Growth Capital Partners, L.P., in its capacity as the sole General Partner of, and thereby as the act and deed of, TEXAS GROWTH CAPITAL FUND, L.P., on behalf of said entities.

[SEAL]

Notary Public. State of TEXAS

Printed Name of Notary Public

My Commission Expires 127

SCHEDULE A

Unregistered Tradenames and Trademarks:

Kulkoni Houston

The Kulkoni Group

Registered Trademarks:

- (a) Reg. No. 2,011,393 Yellow Shackle Pink
- (b) Reg. No. 1,552,475 Blue/Yellow Strands Wire Rope
- (c) Reg. No. 2,362,309 Kulkoni Crown
- (d) Reg. No. 2,362,310 World Mark "Kulkoni, Inc."

Trademark Registration Applications:

- (a) Serial No. 75/538,722 filed August 14, 1998 Red/Yellow Strand Wire Rope
- (b) Serial No. 76/113,487 filed August 22, 2000 Word Mark "American Wire Rope"

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SCHEDULE B

[NONE]

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RECORDED: 09/09/2004