Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

LaSalle Business Credit, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

Citizenship (see guidelines)

Execution Date(s) September 8, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Richards-Wilcox, Inc.
Internal Address:
Street Address: 600 S. Lake Street
City: Aurora
State: Illinois
Country: USA Zip: 60506

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship Delaware
☐ Other Citizenship

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)

**3. Nature of conveyance:**

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)
See Attachment

B. Trademark Registration No.(s)
See Attachment

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jennifer M. Mikulina, Esq.
Internal Address: McDermott Will & Emery, LLP
Street Address: 227 W. Monroe Street
City: Chicago
State: Illinois Zip: 60606
Phone Number: 312-372-2000
Fax Number: 312-984-7700
Email Address: jmikulina@mwe.com

**6. Total number of applications and registrations involved:** 14

**7. Total fee** (37 CFR 2.6(b)(6) & 3.41) $ 365.00

☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 13-0206
Authorized User Name McDermott Will & Emery, LLP

**9. Signature** Jennifer M. Mikulina 9-8-2004
Signature Date

Jennifer M. Mikulina
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $365.00 130206 78196092

## SCHEDULE A

### TRADEMARK REGISTRATIONS

| Trademark Description | U.S. Serial/Registration No. | Date Registered |
|---|---|---|
| AUT-O-DOR (Stylized) | 71/530848<br>522900 | 3/28/1950<br>(Renewed) |
| GEMINI | 75/719654<br>2341209 | 4/11/2000<br>(Registered) |
| IN-A-WALL | 72/051942<br>693507 | 2/23/1960<br>(Cancelled) |
| LOCK-JOINT | 71/528309<br>524298 | 4/25/1950<br>(Renewed) |
| QUIK-LOK | 73/074590<br>1068975 | 7/5/1977<br>(Renewed) |
| QUIK-STAK | 75/212644<br>2192725 | 9/29/1998<br>(Registered) |
| R-W (and Design) | 73/051944<br>1062252 | 3/29/1977<br>(Expired) |
| R-W (and Design) | 73/051942<br>1083151 | 1/24/1978<br>(Renewed) |
| SAFE-RAIL (Stylized) | 71/692018<br>632635 | 8/14/1956<br>(Renewed) |
| TIMES-2 SPEED FILES | 73/055969<br>1070247 | 7/26/1977<br>(Renewed) |
| TWIN-TRAK (and Design) | 72/138053<br>742662 | 12/25/1962<br>(Cancelled) |
| TWIN-TRAK | 78/196092 | 12/19/2002<br>(Published) |
| VSR (Stylized)<br>Class 9 | 73/493992<br>1372240 | 11/26/1985<br>(Registered) |
| ZIG-ZAG (Stylized)<br>Class 7 | 71/527938<br>512081 | 7/12/1949<br>(Renewed) |

**TRADEMARK SECURITY AGREEMENT**
**TERMINATION AND RELEASE**

This TERMINATION AND RELEASE (as amended, amended and restated or otherwise modified from time to time, the "Termination and Release") is dated September 8, 2004, and made by LASALLE BUSINESS CREDIT, LLC ("Lender"), in favor of RICHARDS-WILCOX, INC., a Delaware Corporation ("Borrower"):

**WITNESSETH**

WHEREAS, Borrower and Lender are parties to a certain Trademark Security Agreement dated November 26, 2003 (as amended, amended and restated or otherwise modified from time to time, the "Security Agreement"), a Loan and Security Agreement dated November 26, 2003 (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement"), and other related loan documents of November 26, 2003 (collectively, with the Security Agreement, Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements, among other things, provided (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications listed in the attached Schedule A (the "Security Interests");

WHEREAS, Borrower and Lender are also parties to a certain Release and Agreement dated August 31, 2004 ( "Release and Agreement"), which, among other things, provided that (i) Borrower has made repayment to Lender of all amounts borrowed under the Loan Agreement, and (ii) Lender has fulfilled all of its obligations to Borrow under the Loan Agreement or otherwise;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Borrower hereby terminates and releases the Security Interests in the trademarks and trademark applications listed on the attached Schedule A as follows:

1. Incorporation of Prior Agreements. The Financing Agreements, Loan Agreement, and Release and Agreement, and their respective terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Release of Security Interests. The Lender hereby terminates and releases its Security Interests in, assignment of, general lien on and right of set-off of all of the following:

The entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business



TRADEMARK
REEL: 002934 FRAME: 0093

identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed in the United States Patent and Trademark Office with respect to such applications) in connection therewith, including, without limitation, the trademarks and service marks, trademark and service mark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are hereinafter individually and/or collectively referred to as "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Borrower's business connected with the use of and symbolized by the Trademarks.

3. Further Assurances. The Lender hereby agrees to 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 Interests contemplated hereby.

IN WITNESS WHEREOF, Lender has duly executed this Termination and Release as of the date first written above.

LASALLE BUSINESS CREDIT, LLC

By: [signature]

Title: E.V.P./Counsel

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

RICHARDS-WILCOX, INC.

By: _____

Title: _____

CHI99 4353944-1.068079.0010

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LASALLE BUSINESS CREDIT, LLC

By:_____

Title:_____

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

RICHARDS-WILCOX, INC.

By: Scott Patrick

Title: CFO/Vice-President, Secretary

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State: Illinois Zip: 60606

Phone Number: 312-372-2000

Fax Number: 312-984-7700

Email Address: jmikulina@mwe.com

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Authorized User Name McDermott Will & Emery, LLP

**9. Signature** Jennifer M. Mikulina
Signature

9-8-2004
Date

Jennifer M. Mikulina
Name of Person Signing

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