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04-06-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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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.

1. Name of conveying party(ies):
General Electric Capital Corporation, as Agent

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Crestliner, Inc.
Internal Address:
Street Address: 609 Thirteenth Avenue NE
City: Little Falls State: MN Zip: 56345

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Release

Execution Date: 03/04/2004

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

A. Trademark Application No.(s)
NONE

B. Trademark Registration No.(s)
1002727

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: PENELOPE J.A. AGODOA
Internal Address: FEDERAL RESEARCH CORPORATION
Street Address: 1030 FIFTEENTH STREET NW, SUITE 920
City: WASHINGTON State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

- [ ] 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.

RANDI S. ARONOW — Name of Person Signing
Randi Aronow — Signature
04/02/2004 — Date

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

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

7704/026, J. Guerra

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SCHEDULE I
TO
RELEASE OF TRADEMARKS

MARK	REG. NO.	REG. DATE
CRESTLINER	1002727	01/28/1975

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of March 31, 2004 by General Electric Capital Corporation, as Agent ("GECC").

WHEREAS, Crestliner, Inc., a Minnesota corporation ("Crestliner"), entered into that certain Trademark Security Agreement dated as of September 30, 2002 (the "Trademark Security Agreement") in favor of GECC;

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks") including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Crestliner to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on October 8, 2002, at Reel 002594, Frame 0173 in the United States Patent and Trademark Office; and

WHEREAS, Crestliner has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Crestliner's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals and extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Crestliner's business connected with or symbolized by the Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Crestliner against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Crestliner, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT

By: Dennis W. Cloud
Name: Dennis W. Cloud
Title: Duly Authorized Signatory