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Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102714279

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20503, for recording of the attached original documents or copy thereof.

1. Name of conveying party(ies):
Morgan Stanley & Co., Incorporated

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State -
 Other Collateral Agent

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

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

Name: Hawker Powersource, Inc.
 Internal Address: _____
 Street Address: 9404 Ooltewah Industrial Park Dr.
 City: Ooltewah State: TN ZIP: 37363

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- Delaware _____
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other Release of Security Interest

Execution Date: March 17, 2004

Trademark Registration No.(s)
2186494

Additional numbers attached? Yes No

OFFICE OF PUBLIC RECORDS
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FINANCE SECTION

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

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 13

7. Total fee (37 CFR 3.41): \$340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
(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.

Meredith Schorr Meredith Schorr 3/31/04
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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04/05/2004 DBYRME 00000063 2186494

01 FC:8521 40.00 OP
 02 FC:8522 300.00 OP

U.S. TRADEMARKS OWNED BY HAWKER POWERSOURCE, INC.

<u>Mark</u>	<u>Reg./App. No.</u>	<u>App. Date</u>
ENVIROLINK	2186494	
HARNESS THE POWER	2333015	
KW & Design	1223980	
KW	1223979	
LIFEGUARD	2156155	
LIFEPLUS	2303947	
LIFE-PLUS II	1916006	
POWERLEASE	2079338	
POWERLINE	75/157742	August 29,1996
TOP POWER	2113815	
WATER LESS & Design	2398067	
WATER LESS	2388819	
BATTERY BOSS	1656138	

TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of this 17th day of March, 2004, given by Morgan Stanley & Co., Incorporated, as Collateral Agent, (the "Assignee") with principal offices at 1585 Broadway, New York, New York 10036, to Hawker Powersource, Inc, a Delaware corporation (together with any successors-in-interest to the Marks, the "Assignor"), having an address at 9404 Ooltewah Industrial Park Dr., Ooltewah, TN 37363, as follows:

W I T N E S S E T H

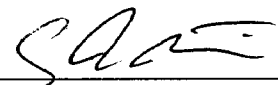
WHEREAS, the Assignor has heretofore granted to the Assignee a security interest in certain U.S. trademarks, trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in that certain Security Agreement, dated as of November 9, 2000, among the Assignor, the other assignors from time to time party thereto and the Assignee (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement")); and

WHEREAS, the Assignee wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all liens and encumbrances respecting the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignee hereby releases, discharges, quit claims and relinquishes unto the Assignor the security interest in the Marks set forth on Schedule A granted to Assignee by the Assignor pursuant to the Security Agreement, which security interest was duly recorded on 05/07/2002, at Reel/Frame 2505/0223 in the United States Patent and Trademark Office. Assignee will execute any other necessary document(s) if this Trademark Release fails to release Assignee's security interest in the Marks in which it acquired a security interest under the

Security Agreement, and shall provide such other further assurances as may be necessary. IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

Morgan Stanley & Co., as Collateral Agent

By 
Name: *EUGENE F. MERSON*
Title: *MANAGING DIRECTOR*