

04-16-2004



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Handwritten initials

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): AMSOUTH BANK, as Agent. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other Bank (checked).

2. Name and address of receiving party(ies): HECKETHORN MANUFACTURING COMPANY, INC. Internal Address: 2005 FORREST STREET, DYERSBURG TN 38024. Includes checkboxes for citizenship and state (DELAWARE checked).

3. Nature of conveyance: Other Release of Security Interests (checked). Execution Date: 03/31/2004.

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

B. Trademark Registration No.(s) 1199482; 1032779. Includes checkboxes for additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed: Penelope S. Johnson, Katten Muchin Zavis Rosenman, Suite 1800, 525 West Monroe Street, Chicago IL 60661.

6. Total number of applications and registrations involved: 2. 7. Total fee (37 CFR 3.41): \$ 65.00. Includes checkboxes for Enclosed (checked) and Authorized to be charged to deposit account.

9. Signature. Penelope S. Johnson, Signature: [Handwritten Signature], Date: 04/14/2004. Total number of pages including cover sheet, attachments, and document: 4.

04/19/2004 6TON11 00000064 1199482

40.00 OP 25.00 OP

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

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of March 31, 2004 ("Effective Date") by and between HECKETHORN MANUFACTURING COMPANY, INC., a Delaware corporation ("Grantor"), and AMSOUTH BANK, as Agent, with its principal office at c/o AmSouth Capital Corp., 350 Park Avenue, New York, New York 10022 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Modification Agreement to Collateral Patent, Copyright and License Assignment and Trademark Security Agreement by and between Grantor and Grantee dated June 12, 2003 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor, together with the goodwill associated therewith (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Amended and Restated Secured Credit Agreement by and between Grantor and Grantee dated June 12, 2003 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on June 30, 2003 at Reel 2775, Frame 0665; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

AMSOUTH BANK, as Agent

By: Stephen V. Mangiante

Name: STEPHEN V. MANGIANTE

Title: ATTORNEY-IN-FACT

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1199482	6/29/82	HECO & Design
1032779	2/10/76	HECO DYNA-GRIP