

4/16/04

04-16-2004

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

4/16/04

Form PTO-1594 R
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102722956

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

1. Name of conveying party(ies):
HARRIS TRUST AND SAVINGS BANK, as
administrative and collateral agent

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (ILLINOIS)
 Other _____

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

2. Name and address of receiving party(ies)
Name: HECKETHORN MANUFACTURING CO., INC.
Internal
Address: _____
Street Address: 2005 FORREST STREET
City: DYERSBURG State: TN Zip: 38024

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interests

Execution Date: 03/26/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n.a.
B. Trademark Registration No.(s) 1199482;
1032779

Additional number(s) attached Yes No

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

6. Total number of applications and
registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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ASIGNMENT DIV

DO NOT USE THIS SPACE

9. Signature.
04/19/2004 6TOM11 00000066 1199482
01 FC: 521 40.00 OP
02 FC: 522 25.00 OP
Penelope S. Johnson
Name of Person Signing

Penelope S. Johnson
Signature

04/14/2004
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 002948 FRAME: 0890

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of March 26, 2004 ("Effective Date") by and between HECKETHORN MANUFACTURING CO., INC., a Delaware corporation, with its principal office at 2005 Forrest Street, P.O. Box 310, Dyersburg, Tennessee 38024 ("Grantor"), and HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, with its principal office at 111 West Monroe Street, Chicago, Illinois 60603, as administrative and collateral agent ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement and Mortgage - Trademarks and Patents by and between Grantor and Grantee dated April 17, 1997 (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, as that term was defined in the Trademark Security Agreement, and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of Debtor relating to the distribution of products bearing the Trademarks (collectively, the "Trademarks"), including, without limitation, the United States trademark registration 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 Credit Agreement by and between Grantor and Grantee dated April 17, 1997 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on April 23, 1997, at Reel 1580, Frame 0472; 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.

HARRIS TRUST AND SAVINGS BANK

By: THAD D. RASCHE

Name: Thad D. Rasche
Vice President

Title: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1199482	6/29/82	HECO & Design
1032799	2/10/76	HECO DYNA-GRIP