# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	release of security interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as			
successor-in-interest to		10/18/2004	CORPORATION:
NationsBank of Georgia, N.A.			

### **RECEIVING PARTY DATA**

Name:	Coleman Cable Systems, Inc.	
Street Address:	2500 Commonwealth Avenue	
City:	North Chicago	
State/Country:	ILLINOIS	
Postal Code:	60064	
Entity Type:	CORPORATION: ILLINOIS	

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1832052	FIRE/CLAD
Registration Number:	1796892	ROAD POWER
Registration Number:	1715348	BOOSTER IN A BAG
Registration Number:	1702995	COLFLEX
Registration Number:	1681095	LUMA-SITE
Registration Number:	1658044	COMPACT 600
Registration Number:	1622211	POLAR-RIG 125
Registration Number:	1620924	SIGNAL
Registration Number:	1618513	T*PRENE
Registration Number:	1596357	SIGNA/PAC
Registration Number:	1585505	COILITE
Registration Number:	1585457	COILEX
Registration Number:	1580087	PLENCOTE
Registration Number:	1579927	SIGNA/CLAD
	TI .	TRADEMARK

REEL: 002963 FRAME: 0451

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Registration Number:	1552667	INTERFLEX
Registration Number:	1548094	INTERFLEX
Registration Number:	1547192	
Registration Number:	1542327	SIDEKICK
Registration Number:	1518740	POLYFLEX
Registration Number:	1511497	FOOT-PRINT
Registration Number:	1510732	POLAR SOLAR
Registration Number:	1475760	CORRA/GRIP
Registration Number:	1461485	TRI-SOURCE
Registration Number:	1459880	POWER STATION
Registration Number:	1459814	CORRA/CLAD
Registration Number:	1407478	FLEXI-RIB
Registration Number:	1340358	READY/CLAD
Registration Number:	1274941	TRINECTOR
Registration Number:	1269706	QUADNECTOR
Registration Number:	1176273	SEOPRENE

#### **CORRESPONDENCE DATA**

Fax Number: (312)569-3468

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-569-1468

Email: IPDOCKET@GCD.COM

Correspondent Name: Mary Margaret Murray - Gardner et al.

Address Line 1: 191 N. Wacker Drive

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Mary Margaret Murray

#### **Total Attachments: 5**

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#### TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST** dated as of October 18, 2004, from Bank of America, N.A., as successor-in-interest to NationsBank of Georgia, N.A. (the "Secured Party"), to Coleman Cable Systems, Inc., a Illinois corporation (the "Assignor").

#### WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated December 15, 1993 (the "Security Agreement") made by the Assignor (and the other parties signatory thereto) in favor of the Secured Party for the Lenders referenced therein, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Lenders, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

**WHEREAS**, the Security Interest was recorded with the U.S. Patent & Trademark Office on March 8, 1994 at Reel 006891 Frame 0735;

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on March 8, 1994 at Reel 1119 Frame 0337; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest, the Secured Party hereby states as follows:

- 1. <u>Definitions</u>: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:
  - (a) all of Assignor's United States and foreign patents and patent applications, including those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
  - (b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule A, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only

such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark;

- (c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
- (d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including those listed on Schedule A, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and
  - (e) all proceeds of any of the foregoing.
- 2. <u>Release of Security Interest</u>: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Secured Party hereby agrees to duly 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 Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.

By: Mark A

Name: Mark A. Phill s

Title: Senior Vice President

COUNTY OF Fulton

On this 19th day of October, 2004, before me personally appeared Mark A. Phillips to me known who, being by me duly sworn, did depose and say that he/she is Senior Vice President of Bank of America Midescribed herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Bank of America. N. A

SS.:

Notary Public

My Commission Expires June 30, 2006

(Affix Seal Below)

# Schedule A

### U.S. Patents

# **Issued Patents**

Description	Patent No.	Issue Date
METALLIC SHEATH CABLE	5189719	2/23/93
METALLIC SHEATH ELECTRICAL CABLE	5001303	3/19/91

# **Foreign Patents**

None listed

### U.S. Trademarks

# **Registered Marks**

Mark	Registration No.	Registration Date
FIRE/CLAD	1832052	4/19/94
ROAD POWER	1796892	10/5/93
BOOSTER IN A BAG	1715348	9/15/92
COLFLEX	1702995	7/28/92
LUMA-SITE	1681095	3/31/92
COMPACT 600	1658044	9/24/91
POLAR-RIG 125	1622211	11/13/90
SIGNAL	1620924	11/6/90
T*PRENE	1618513	10/23/90
SIGNA/PAC	1596357	5/15/90
COILITE	1585505	3/6/90
COILEX	1585457	3/6/90
PLENCOTE	1580087	1/30/90
SIGNA/CLAD	1579927	1/30/90
INTERFLEX and Design	1552667	8/22/89
INTERFLEX	1548094	7/18/89
DESIGN ONLY	1547192	7/11/89
SIDEKICK	1542327	6/6/89
POLYFLEX	1518740	1/3/89
FOOT-PRINT	1511497	11/8/88
POLAR SOLAR (Stylized Letters)	1510732	11/1/88
CORRA/GRIP	1475760	2/9/88
TRI-SOURCE	1461485	10/13/87
POWER STATION	1459880	10/6/87
CORRA/CLAD	1459814	10/6/87
FLEXI-RIB	1407478	9/2/86
READY/CLAD	1340358	6/11/85
TRINECTOR	1274941	4/24/84

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. Wark	Registration No.	Registration Date
QUADNECTOR	1269706	3/13/84
SEOPRENE	1176273	11/3/81

# Foreign Trademarks

None listed

U.S. Copyrights

None listed

Licenses

None listed

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**RECORDED: 10/26/2004**