

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Antares Capital Corporation, as Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Citizenship (see guidelines) USA

Execution Date(s) October 29, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Tinnerman Palnut Engineered Products, LLC

Internal

Address: _____

Street Address: 1060 West 130th Street

City: Brunswick

State: Ohio

Country: USA Zip: 44212

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Limited Liability Company Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please see attached Schedule 1

B. Trademark Registration No.(s)

Please see attached Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached Schedule 1 (U.S. Trademark Registrations Only)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Scott D. Sanford, Esq.

Internal Address: O'Melveny & Myers LLP

Street Address: 275 Battery Street

City: San Francisco

State: California Zip: 94111

Phone Number: 415-984-8700

Fax Number: 415-984-8701

Email Address: ssanford@omm.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed


8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0639

Authorized User Name Scott D. Sanford, Esq.

9. Signature:



Signature

November 1, 2004

Date

Scott D. Sanford, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SF1: 565443

700128609

TRADEMARK
REEL: 002970 FRAME: 0921

CH \$240.00 500639 0882006

U.S. TRADEMARK REGISTRATIONS

Holder	Mark	Reg. No./Serial No.	Reg. Date/Filing Date
Tinnerman Palnut Engineered Products, LLC	ON-SERT	882,005	12/9/69
	PAL	340,210	11/3/36
	PALNUT	556,075	3/11/52
	PUSHNUT	617,710	12/20/55
	SPEED NUT	517,759	11/22/49
	SPEED NUTS & DESIGN	352,168	11/23/37
	SPOON NUT	2,073,414	6/24/97
	T	927,128	1/18/72
	TINNERMAN	918,766	8/24/71

FOREIGN TRADEMARK REGISTRATIONS

Holder	Mark	Reg. No./Serial No.	Reg. Date/Filing Date	Country
Tinnerman Palnut Engineered Products, LLC	ON-SERT	1,396,393	3/8/70	France
		1,064,188	6/10/76	UK
	PAL	156,512	4/26/68	Canada
		96653369	5/16/97	France
		1,056,305	12/12/75	UK
	PALNUT	A32136	12/6/63	Australia
		006049	2/16/71	Benelux
		002553287	1/22/81	Brazil
		1,337,160	1/13/61	France
		1,364,519	5/11/76	France
		1,020,657	6/24/81	Germany
		816,908	7/9/68	Italy
		413,224	8/18/61	Italy
		2,706,401	4/28/95	Japan
		283,205	1/4/83	Mexico
		371,521		UK
		2157554	7/17/98	UK
	PALNUT IN KATAKANA	2,706,400	4/28/95	Japan
	PUSHNUT	125,904	3/30/62	Canada
	TINNERMAN	128,350	2/12/65	Mexico

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 29, 2004, by ANTARES CAPITAL CORPORATION, a Delaware corporation located at 311 South Wacker Drive, Suite 4400, Chicago, Illinois 60606, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Tinnerman Palnut Engineered Products, LLC, a Delaware limited liability company ("Tinnerman"), are parties to that certain Trademark Security Agreement dated as of February 6, 2004 (the "Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement) pursuant to which Tinnerman granted a security interest to Agent in, among other things, the Trademark Collateral (as such term is defined below); and

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on February 17, 2004, in Reel 2914, Frame 0468; and

WHEREAS, TINNEMAN has requested that Agent release its security interest in the Trademark Collateral (as such term is defined below) and reassign the same to Tinnerman.

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

1. Agent hereby releases its security interest in all of Tinnerman's right, title and interest in and to all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration

including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Tinnerman, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: _____

Title: _____

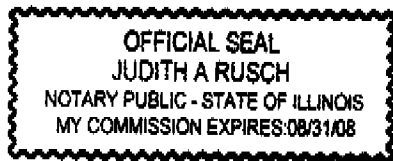
Michael P. King

Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Judith A. Rusch, a notary public in and for the said County, in the State aforesaid, **DO HEREBY CERTIFY** that Michael P. King, personally known to me to be a Director of Antares Capital Corporation, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director, he signed, sealed and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of October, 2004.



Judith A. Rusch
NOTARY PUBLIC

Schedule 1U.S. TRADEMARK REGISTRATIONS

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	PAL	340,210	11/3/36
	PALNUT	556,075	3/11/52
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		283,205	1/4/83	Mexico
		371,521		UK
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