

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	release of the security agreement recorded at reel 2147, frame 0074
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fleet National Bank		12/03/2004	National Banking Association: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Berkel Incorporation
<b>Street Address:</b>	One Berkel Drive
<b>City:</b>	LaPorte
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46350
<b>Entity Type:</b>	CORPORATION: INDIANA

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1178508	BERKEL
Registration Number:	1179956	BERKEL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)659-1559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(202) 659 - 6944
<b>Email:</b>	MBergsman@dickinsonwright.com
<b>Correspondent Name:</b>	Marc A. Bergsman
<b>Address Line 1:</b>	Dickinson Wright PLLC
<b>Address Line 2:</b>	1901 L Street, N.W., Suite 800
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036

<b>ATTORNEY DOCKET NUMBER:</b>	027192-00003
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<b>NAME OF SUBMITTER:</b>	Marc A. Bergsman
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Total Attachments: 2  
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**OP \$65.00 1178508**



TRADEMARK RELEASE

WHEREAS, BERKEL INCORPORATED, an Indiana corporation (herein referred to as "Assignor"), owns trademark registrations and applications pending in the United States Patent and Trademark Office, more particularly described on Schedule A annexed hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor pledged the Trademarks to Fleet National Bank (herein referred to as "Assignee"), as agent to the lenders (the "Lenders") under that certain Second Amended and Restated Credit Agreement dated as of November 7, 2002 (the "Credit Agreement"), and granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks (the "Collateral") to secure the prompt payment, performance and observance of the obligations of Assignor (the "Obligations") under the Credit Agreement; and

WHEREAS, the Obligations have been discharged; and

WHEREAS, Assignee desires to terminate and release its interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignee does hereby terminate its security interest in the Collateral recorded in the U.S. Patent and Trademark Office on September 12, 2000 at reel 2147, frame 0074.

IN WITNESS WHEREOF, Assignee has caused this assignment to be duly executed by its officer thereunto duly authorized as of the 7 day of December, 2004.

FLEET NATIONAL BANK

By: 

Name: Andrew J. Maidman

Title: Senior Vice President

**SCHEDULE A**

**TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Registered Owner</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Serial No.</u></b>
BERKEL	Berkel Incorporated	1178508	11/17/81	73274083
BERKEL	Berkel Incorporated	1179956	12/1/81	73298092

DETROIT 27192-3 842368v07

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**RECORDED: 12/14/2004**

**TRADEMARK  
REEL: 002990 FRAME: 0467**