

TRADEMARKS ONLY

Tab settings

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

1. Name of conveying
HELLER FINANCIAL, INC.

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

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

2. Name and address of receiving party(ies)

NORWESCO, INC.

Internal Address: _____

Street Address : 2424 Kenskill Avenue

Washington

City: Court House State: OH Zip: 43160

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State MIN

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other Release of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: DECEMBER 29, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

PLEASE SEE ATTACHED

Additional numbers attached? NO

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

Name:

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

City: _____ Stat IL p: f

6. Total number of applications and registrations

2

7. Total fee (37 CFR 3.41) \$ 65.00

8. Deposit account number:

50-3155

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

RAKHEE VERMA

Name of Person

Signature

DECEMBER 29, 2004

Date

5

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

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

CHI \$65.00 503155 1828033

SCHEDULE A
TO
RELEASE OF TRADEMARKS

| TRADEMARK | REG. NO./ SERIAL NO. | ISSUE DATE/ FILING DATE |
|-----------|----------------------|----------------------------|
| NORWESCO | 1828033 | 3/29/94 |
| NW | 1828032 | 3/29/94 |

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of December __, 2004 by HELLER FINANCIAL, INC. ("Heller").

WHEREAS, Heller and Norwesco, Inc., a Minnesota corporation, ("Borrower"), entered into that certain Trademark Security Agreement, dated as of September 29, 1995 (the "Agreement");

WHEREAS, the Agreement granted Heller a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, as security for certain obligations of Borrower to Heller (the "Obligations");

WHEREAS, Heller recorded the Agreement on March 20, 1996 at Reel 1441, Frame 0059 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, concurrent with Borrower's satisfaction of the Obligations, Borrower has requested that Heller release its security interests in the Trademarks.

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

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Heller further agrees, at the sole cost and expense of Borrower, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest

and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Heller has caused this Release of Security Interest in
to be duly executed as of the day and year first above written.

HELLER FINANCIAL, INC.

By: 

Name: _____

Pamela D. Eskra

Title: _____

Duly Authorized Signatory