# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release and Reassignment of Trademarks

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harris Trust and Savings Bank		12/23/2004	CORPORATION: ILLINOIS

## **RECEIVING PARTY DATA**

Name:	International Pipe Machinery Corporation	
Street Address:	111 S. Georgia Street	
City:	Sioux City	
State/Country:	IOWA	
Postal Code:	51103	
Entity Type:	CORPORATION: IOWA	

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	730028	MC CRACKEN
Registration Number:	911683	VIBRO-MAC
Registration Number:	1211257	MACALLOY
Registration Number:	1447142	BI DI
Registration Number:	2167802	LASER
Registration Number:	1046255	HYDROTILE HYDROPAK
Registration Number:	815435	HYDROTILE

#### **CORRESPONDENCE DATA**

900018726

Fax Number: (248)351-3082

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

Email: mbisard@jaffelaw.com

Correspondent Name: Mark Bisard

Address Line 1: 27777 Franklin Road

Address Line 2: Suite 2500

Address Line 4: Southfield, MICHIGAN 48034

TRADEMARK

REEL: 003018 FRAME: 0171

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NAME OF SUBMITTER:	Mark Bisard
Signature:	/mbisard/
Date:	01/28/2005
Total Attachments: 2 source=HarrisIntlPipeTrademarkRelease#p source=HarrisIntlPipeTrademarkRelease#p	

TRADEMARK REEL: 003018 FRAME: 0172

## RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated December 23, 2004 by Harris Trust and Savings Bank as hereinafter described;

#### WITNESSETH:

WHEREAS, Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Montoe Street, Chicago, Illinois 60603, as administrative agent (the "Secured Party"), and International Pipe Machinety Corporation, an Iowa corporation with its mailing address at 111 S. Georgia Street, Sioux City, Iowa 51103 (the "Debtor") are parties to a certain Trademark Collateral Agreement dated July 25, 2002 which was recorded in the United States Patent and Trademark Office on October 17, 2002 at Reel 002600, Frame 0069 (the "Assignment"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks listed on Schedule A attached hereto and certain other property (collectively the "Trademarks"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

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

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

- (i) Each Trademark and each Trademark Application listed on Schedule A attached hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world;
  - (ii) The goodwill of the business to which each of the Trademarks relates.

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

HARRIS TRUST AND SAVINGS BANK, as Agent

Rv

Name:

Title:

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# SCHEDULE A TO RELEASE AND REASSIGNMENT OF TRADEMARKS

# REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

REG. NO.	GRANTED
730,028	9-27-60
911,683	3-26-69
1,211,257	9-8-81
1,447,142	9-19-86
2,167,802	12-17-93
1,046,255	6-6-75
815,435	6-24-65
	730,028 911,683 1,211,257 1,447,142 2,167,802 1,046,255

TRADEMARK REEL: 003018 FRAME: 0174

**RECORDED: 01/28/2005**