# P \$90,00 2292

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks at Reel/Frame 1932/0455

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fleet National Bank		01/28/2005	a national banking association:

## **RECEIVING PARTY DATA**

Name:	Maxim Crane Works, L.P. (as successor by merger to Carlysle Construction Co. Inc.) (formerly known as Anthony Crane Rental, L.P.)	
Street Address:	1225 Washington Pike	
City:	Bridgeville	
State/Country:	PENNSYLVANIA	
Postal Code:	15017	
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	2292186	CARLISLE	
Registration Number:	2290920	CARLISLE	
Registration Number:	2291104	CARLISLE CRANES CONSTRUCTION EQUIPMENT EXCAVATING MARINE SERVICES	

## **CORRESPONDENCE DATA**

Fax Number: (617)951-8736

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

Phone: 617-951-8000

Email: eileen.sullivan@bingham.com

Correspondent Name: Eileen Sullivan

Address Line 1: Bingham McCutchen LLP

Address Line 2: 150 Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Eileen Sullivan

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Signature:	/eileen sullivan/
Date:	02/04/2005
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of January 28, 2005 ("Effective Date") by and between Fleet National Bank, a banking association ("Fleet National"), as Collateral Agent under the Trademark Security Agreement (as defined below) with its principal office at 100 Federal Street, Boston, Massachusetts 02110 ("Grantee"), and Carlysle Construction Co., Inc.., a Kentucky corporation, with its principal office at 840 Licking Pike, Wilder, Kentucky 41076 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Pledge and Security Agreement by and between Grantor and Grantee dated July 22, 1998 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 20, 1999 at Reel/Frame No. 1932/0455; and

WHEREAS, Grantor's indebtedness has been discharged.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) requested by Grantor to more fully and effectively effectuate the purposes of this Release; provided, that Grantee shall not be responsible for any costs or expenses incurred by it or any of its agents in connection with its compliance with this provision.

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IN WITNESS WHEREOF, Fleet National has executed this Release as of the date first set forth above.

FLEET NATIONAL BANK CERTIFICATION OF ACKNOWLEDGMENT Before me, the undersigned, a Notary Public in and for the county aforesaid, on day of January, 2005, personally appeared Anthony D. Hea who, being by me duly sworn, deposes and says that he/she is the Vicu Resident of FLEET NATIONAL BANK, a National banking Association and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such Notary Public

My Commission Expires:

STATE OF

officer.

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COUNTY OF Suffall

[Release of Security Interest in Intellectual Property Collateral]

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# SCHEDULE "A"

# TRADEMARK REGISTRATIONS

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CARLISLE	75/447,096 03/09/98	2,292,186 11/16/99
	75/447,097 03/09/98	2,290,920 11/09/99
"CARLISLE CRANES CONSTRUCTION EQUIPMENT EXCAVATING MARINE SERVICES"	75/538,415 08/18/98	2,291,104 11/09/99

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**RECORDED: 02/04/2005** 

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