

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bain/ACR, L.L.C.		01/28/2005	LTD LIAB JT ST CO:
RECEIVING PARTY DATA			
Name:	Carlisle Equipment Group, L.P.		
Street Address:	840 Licking Place		
City:	Wilder		
State/Country:	KENTUCKY		
Postal Code:	41076		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
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:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Renee Prescan		
Signature:	/Renee Prescan/		

CH \$90.00 2292186

Date:

02/14/2005

Total Attachments: 3

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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 Bain/ACR, L.L.C., a limited liability company ("Bain/ACR"), with its principal office at 111 Huntington Avenue, Boston, Massachusetts 02199 ("Grantee"), and Carlisle Equipment Group, L.P., a Delaware limited partnership, with its principal office at 840 Licking Pike, Wilder, Kentucky 41076 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Trademark Security Interest by and between Grantor and Grantee dated June 4, 2002 (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 and assumed 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, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Pledge and Security Agreement by and between Grantor and Grantee dated June 4, 2002 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on June 5, 2002 at Reel 2523, Frame 0937; and

WHEREAS, pursuant to the Grantor's confirmed chapter 11 plan of reorganization, Grantor's outstanding indebtedness to Grantee has been discharged as of the Effective Date.

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

Grantee represents and warrants that (i) it has the full power and authority to execute this Release and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest 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.

* * * * *

IN WITNESS WHEREOF, Bain/ACR has executed this Release as of the date first set forth above.

BAIN/ACR, L.L.C.

By: BSM

Name: Brian Murphy

Title: Authorized Agent

CERTIFICATION OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK ss:



On this ___ day of February, 2005, before me, the undersigned notary public, personally appeared Brian Murphy, proved to me through satisfactory evidence of identification, which were license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he signed it voluntarily for its stated purpose as authorized agent for Bain/ACR L.L.C., a limited liability company.

Julie J. [Signature] (official signature and seal of notary)
My commission expires 08/26/05
My Commission Expires: _____

SCHEDULE "A"

TRADEMARK REGISTRATIONS

CARLISLE CONSTRUCTION CO., INC. (security recorded at Reel/Frame No. 2523/0937)

Mark	Application No. Filing Date	Registration No. Registration Date
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