

08-18-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Hilco Capital, LP

8-13-04

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

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

2. Name and address of receiving party(ies)

Name: Appliance Controls Group, Inc.

Internal Address:

84 North Dugan Road

Street Address:

City: Sugar Grove State: IL Zip: 60554

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

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

Execution Date: July 25, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCEHDULE A

Additional number(s) attached Yes No

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

Name: Tammy S. Settle

Internal Address:

Vedder, Price, Kaufman & Kammholz

Street Address: 222 N. LaSalle St., 24th Floor

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed Authorized to be charged to deposit account (Charge any deficiencies or credit any overpayment to the acct)

8. Deposit account number:

22-0259

(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.

Tammy S. Settle

Name of Person Signing

Tammy S. Settle Signature

Aug 13 2004 Date

Total number of pages including cover sheet, attachments, and document: 4

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

08/17/2004 00000116 000259 505600 01 FC:8521 40.00 DA 02 FC:8522 250.00 DA

TRADEMARK REEL: 003029 FRAME: 0477

Schedule A

TRADEMARK REGISTRATIONS

Trademark	Reg. No.
HARPER	505,688
H-in a Circle	505,687
ALLTROL	505,934
ALLTROL CENTER SIMMER & DESIGN	571,640
FRAME SELECTOR	737,332
ALL-TEMP	821,615
H-W LOGO	850,227
KOOL-LITE GAS	1,029,245
DEDICATED TO QUALITY	1,273,150
PRO-STAT	1,280,590
E*G	2,000,271

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks is made as of July 25, 2004 by Hilco Capital, LP, a Delaware limited partnership with its principal place of business at 5 Revere Drive, Suite 202, Northbrook, Illinois 60062 (the "Secured Party").

WHEREAS, Appliance Controls Group, Inc., a Delaware Corporation with its principal place of business at 84 North Dugan Road, Sugar Grove, Illinois 60554 (the "Company") has granted to the Secured Party a security interest in (i) all of its trademarks and trademark applications, including but not limited to the trademarks listed on the Schedules attached hereto ("Listed Trademarks"), which trademarks are registered in the United States Patent and Trademark Office (the "Office"), and the registrations thereof, (ii) the associated business goodwill therein, and (iii) all licenses in and to its trademarks, and all other collateral rights arising from its trademarks and licenses, (collectively, the "Collateral Rights") all as described in that certain Trademark Agreement dated as of July 26, 2002, executed by the Company and previously filed for record in the Office on August 6, 2002 at Trademark Reel No. 002608, Frame No.0308 ("Trademark Collateral Security Agreement"); and

WHEREAS, the Secured Party has at the Company's request agreed to release its security interest in all of the Company's trademarks, including but not limited to the Listed Trademarks, the registrations thereof, the associated business goodwill therein, and the Collateral Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby releases its security interest in all of the Company's trademarks, trademark registrations, and trademark applications, including but not limited to the Listed Trademarks, the associated business goodwill therein, the Collateral Rights and to any other rights it might have arising out of the Trademark Collateral Security Agreement.

**(SIGNATURE PAGE FOLLOWS)**

*Signature Page to Release of Security Interest in Trademarks*

HILCO CAPITAL, LP

By: Lewis E Rieck  
Its: VICE PRESIDENT

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF COOK            )

On this 25th day of July, 2004, before me appeared Lewis Rieck, the person who signed this instrument on behalf of Hilco Capital, LP, who acknowledged that (s)he signed it as a free act and deed on behalf of Hilco Capital, LP, with authority to do so.

Peggy Larson  
Notary Public

My Commission Expires: 9-14-06

