

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC CAPITAL CORPORATION, as Junior Agent and as Senior Agent		03/16/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICAN REMANUFACTURERS, INC.		
<b>Street Address:</b>	1600 N. Kraemaer Blvd.		
<b>City:</b>	Anaheim		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92806		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2458473	ARI	
Registration Number:	2458472	ARI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7237		
<b>Email:</b>	cdore@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Christopher Dore		
<b>Address Line 1:</b>	190 S. LaSalle St.		
<b>Address Line 2:</b>	Mayer Brown Rowe & Maw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Christopher Dore		
<b>Signature:</b>	/Christopher Dore/		

OP \$65.00 2458473

Date:

03/31/2005

**Total Attachments: 2**

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**RELEASE OF SECURITY INTEREST**  
**(Trademarks)**

This RELEASE OF SECURITY INTEREST (Trademarks) (this "Release") is made and effective as of the 16 day of March 2005 (the "Effective Date") and is granted by **GENERAL ELECTRIC CAPITAL CORPORATION**, as Junior Agent and as Senior Agent ("GECC"), in favor of **AMERICAN REMANUFACTURERS, INC.** (the "Releasee").

WHEREAS, the Releasee executed that certain Junior Trademark Security Agreement and that certain Second Amended and Restated Trademark Security Agreement, each dated as of July 10, 2003 (the "Assignments"), in favor of GECC, pursuant to which the Releasee granted to GECC a continuing security interest in all of the Releasee's right, title and interest in, to and under the trademarks and trademark registrations listed on the annexed Schedule A (the "Trademark Collateral"), to secure the payment, performance and observance of the obligations referred to therein;

WHEREAS, the Assignments were recorded at the United States Patent and Trademark Office at Reel 2777, Frames 83 and 90 on July 15, 2003; and

WHEREAS, the obligations secured by the Trademark Collateral have been discharged.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Trademark Collateral, and GECC reassigns any and all such right, title and interest that it may have in the Trademark Collateral to the Releasee, free and clear of any claims by GECC, together with all causes of action for past infringement. Upon this reassignment, all right, title and interest in the Trademark Collateral shall be vested in the Releasee as fully as if the Assignment had not been made.

IN WITNESS WHEREOF, GECC has caused this Release to be duly executed by its officer thereunto duly authorized as of the Effective Date.

General Electric Capital Corporation

By: 

Name: Andrew Carter

Title: VP

**SCHEDULE A**  
**Trademarks**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Title</b>
2,458,473	June 5, 2001	ARI
2,458,472	June 5, 2001	ARI