

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Peninsula Fund III Limited Partnership

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 20, 2004

- Assignment
- Security Agreement
- Other Termination of Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: InGear Corporation

Internal

Address: _____

Street Address: 650 Lake Cook Road

City: Buffalo Grove

State: IL

Country: USA

Zip: 60089

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Illinois
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,476,202

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Alan B. Samlan

Internal Address: _____

Street Address: 222 S. Riverside Plaza, Suite 1410

City: Chicago

State: IL

Zip: 60606

Phone Number: 312-655-9900

Fax Number: 312-655-1917

Email Address: asamlan@kdsllaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 06-1201

Authorized User Name Alan B. Samlan

9. Signature:

Signature

4/22/05

Date

Alan B. Samlan

Name of Person Signing

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

Documents to be recorded (Including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22304-1460

TRADEMARK

CH \$40.00 06-1201 2476202

**TRADEMARK SECURITY AGREEMENT
TERMINATION AND RELEASE**

This TERMINATION AND RELEASE (as amended, amended and restated or otherwise modified from time to time, the "Termination and Release") is dated December 20, 2004, and made by The Peninsula Fund III Limited Partnership, a Delaware limited partnership ("Peninsula"), in favor of InGEAR Corporation, an Illinois Corporation ("Borrower"):

WITNESSETH

WHEREAS, Borrower and Peninsula are parties to a certain Trademark Security Agreement dated June 7, 2004 (as amended, amended and restated or otherwise modified from time to time, the "Security Agreement"), a Note Purchase Agreement, dated June 7, 2004 (as amended, amended and restated or otherwise modified from time to time, the "Note Purchase Agreement"), and other related loan documents dated June 7, 2004 (collectively, with the Security Agreement and Note Purchase Agreement, as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements, among other things, provided (i) for Peninsula to extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Peninsula, for the benefit of Peninsula, of a security interest in all of its right, title and interest in the trademark listed in the attached Schedule A (the "Security Interest");

WHEREAS, Borrower and Peninsula are also parties to a certain Consent and Release Letter dated December 20, 2004 ("Release Letter"), pursuant to which Peninsula has consented to the transfer of the trademark listed on Schedule A hereto and has released the Security Interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Peninsula hereby terminates and releases the Security Interest in the trademark listed on the attached Schedule A (the "Trademark") as follows:

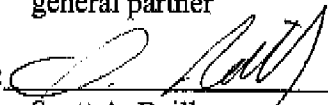
1. Release of Security Interest. Peninsula hereby terminates and releases the Security Interest in the Trademark. Nothing herein shall be construed or deemed to be a release of any other collateral or security interests held by or in favor of Peninsula pursuant to the Financing Agreements or any documents executed in connection therewith.

2. Further Assurances. Peninsula hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Borrower's sole cost and expense, as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, Peninsula has duly executed this Termination and Release as of the date first written above.

THE PENINSULA FUND III LIMITED
PARTNERSHIP

By: Peninsula Capital Partners, LLC,
general partner

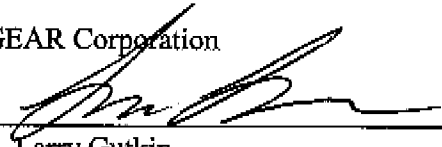
By:  _____

Scott A. Reilly

Title: President and Chief Investment Officer

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

InGEAR Corporation

 _____

By: Larry Gutkin

Title: President

SCHEDULE A

TRADEMARK

Trademark Name	Registration No.	Issue Date
Protégé	2,476,202	8/07/01