

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc., as Agent		01/06/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Barjan Products, LLC
Street Address:	7800 51st St. West
City:	Rock Island
State/Country:	ILLINOIS
Postal Code:	61201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1044751	AMAZER
Registration Number:	1044750	FRANCIS
Registration Number:	1057457	ROAD SHADES
Registration Number:	1046284	WHEELER DEALER
Registration Number:	1356335	WILSON
Registration Number:	2346968	WILSON
Registration Number:	1322048	MR. SILENCER
Registration Number:	1324361	MR. SILENCER S

CORRESPONDENCE DATA

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CH \$215.00 1044751

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ATTORNEY DOCKET NUMBER:	304206-26
NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	01/10/2006

Total Attachments: 4
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of January 6, 2006, by Heller Financial, Inc., in its capacity as administrative agent for the Lenders ("Agent") under that certain Amended and Restated Credit Agreement, dated as of May 14, 2004, by and among Barjan Products, L.L.C., as Borrower, Agent and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Agent and Borrower entered into that certain Amended and Restated Security Agreement, dated as of May 14, 2004, which amended and restated the terms of that certain Security Agreement, dated as of May 6, 1999, by and among Agent and Borrower (together, the "Agreement");

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights, including, without limitation, the trademarks listed on Schedule A attached hereto (the "Released Trademarks"), as security for the obligations of Borrower to Agent and Lenders under the Credit Agreement (the "Obligations");

WHEREAS, Agent's security interests in the Released Trademarks is recorded at Reel 2052, Frame 0500 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, Borrower has requested that upon receipt of certain proceeds of a sale of substantially all of Borrower's assets and properties, Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent, on behalf of itself and the Lenders, hereby fully releases and terminates its security interest in and lien on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all Released Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Released Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Released Trademarks; and

(c) any claims by Borrower against third parties for infringement of the Released Trademarks or of any license with respect thereto.

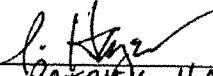
IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

Heller Financial, Inc., as Collateral Agent

By:

Name:

Title:



PATRICIA HAYES

SVP

[Signature Page to Trademark Release]

SCHEDULE A

RELEASED TRADEMARKS

TRADEMARK	REG. NO./ REG. DATE.	SERIAL NO.
Amazer	1044751 7/27/76	73-074273
Francis	1044750 7/27/76	73-074,272
Road Shades	1057457 2/1/77	73-084,869
Wheeler Dealer	1046284 8/17/76	73-074,274
Wilson	1356335 8/27/85	73-489,129
Wilson	2346968 5/2/00	75-670,041
Mr. Silencer	1322048 2/26/85	73-478,633
Mr. Silencer	1324361 3/12/85	73-478,634