

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

5024-31

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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):

Antares Capital Corporation, as first lien  
Collateral Agent and Second lien  
Collateral Agent

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) November 1, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Hopkins Manufacturing Corporation, as agent

Internal

Address: \_\_\_\_\_

Street Address: 428 Peyton St.

City: Emporia

State: KS

Country: U.S. Zip: 66801

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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)

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: Laura Konrath

Internal Address: Winston & Strawn LLP  
33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: (312) 558-6352

Fax Number: (312) 558-5700

Email Address: LKonrath@winston.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

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

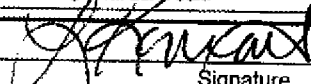
8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name L. Konrath

9. Signature:



Signature

11/21/05

Date

Laura Konrath

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 232428 1808385

Schedule AU.S. Trademarks

<u>Holder</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>
Hopkins Manufacturing Corporation	Vision I	1,808,385	11/30/1993

Foreign Trademarks

<u>Holder</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Country</u>
Hopkins Manufacturing Corporation	Fractional Balance	433,579	09/23/1994	Canada

Trademark Applications

None.

Trademark Licenses

None.

NYDOCS/1228304.1

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**TERMINATION OF SECURITY INTEREST  
(Trademarks)**

This **TERMINATION OF SECURITY INTEREST**, dated as of November 1, 2005, is made by ANTARES CAPITAL CORPORATION, as First Lien Collateral Agent and Second Lien Collateral Agent for the Lenders (the "Agent").

WHEREAS, HOPKINS MANUFACTURING CORPORATION (the "Grantor") has granted to the Agent a security interest in certain personal property, including without limitation a security interest in certain Trademarks, Trademark registrations and Trademark applications ("Trademarks") and Trademark licenses ("Trademark Licenses");

WHEREAS, the security interests granted to the Agent were recorded at the United States Patent and Trademark Office on August 11, 2004 at Reel 003024 and Frame 0771; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademarks and Trademark Licenses, including, without limitation, Trademarks and Trademark Licenses identified on Schedule A hereto, as herein provided;

NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following Trademarks and Trademark Licenses:

1. all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party including those referred to on Schedule A hereto;
2. all reissues, continuations or extensions of the foregoing; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark licensed under any Trademark License.

[signature page follows]

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

ANTARES CAPITAL CORPORATION, as First  
Lien Collateral Agent and Second Lien Collateral  
Agent

By:   
Title: Director

Signature Page to  
Termination of Security Interest

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