

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
Liberty Partners Lenders 10, LLC		02/07/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Rath Manufacturing Co., Inc.		
Street Address:	2505 Foster Avenue		
City:	Janesville		
State/Country:	WISCONSIN		
Postal Code:	53545		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1397380	MICRO WELD	
Registration Number:	1392943	RATH MICRO WELD	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 756-2132		
Email:	Scott.Kareff@srz.com		
Correspondent Name:	Scott M. Kareff		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014984/0032		
NAME OF SUBMITTER:	Scott M. Kareff		
Signature:	/els for smk/		

CH \$65.00 1397380

Date:

02/08/2006

Total Attachments: 3

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**RELEASE OF CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN
TRADEMARKS**

THIS RELEASE OF CONDITIONAL ASSIGNMENT OF AND SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of February 7, 2006 ("Effective Date") by and between Rath Manufacturing Co., Inc., a Delaware corporation, with its principal office at 2505 Foster Avenue, Janesville, Wisconsin 53545 ("Grantor"), and Liberty Partners Lenders 10, L.L.C., a Delaware limited liability company, with its principal office at Americas Towers, 34th Floor, 1177 Avenue of the Americas, New York, New York 10036 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Conditional Assignment of Intellectual Property and Security Agreement and of that certain Conditional Assignment of and Security Interest in Trademarks by and between Grantor and Grantee dated February 1, 2000 (the "Conditional Trademark Security Agreement"), Grantor granted to Grantee a conditional continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks and registrations owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, the Conditional Assignment of and Security Interest in Trademarks was recorded with the United States Patent and Trademark Office ("PTO") on February 17, 2000 at Reel 2035, Frame 0870;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Conditional Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark or registration, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

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

LIBERTY PARTNERS LENDERS 10, L.L.C.

Paul J. Houston
Name: Paul J. Houston
Title: M.D.

STATE OF New York
COUNTY OF New York) SS.

On this 6th day of February, 2006, there appeared before me Paul J. Houston personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of Liberty Partners Lenders 10, L.L.C.

Gillett J. Checkley
Notary Public

GILLETT J. CHECKLEY
Notary Public, State of New York
No. 01CH5049562
Qualified in Queens County
Commission Expires Sept. 18 2009

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1,392,943	5/13/86	RATH MICRO WELD AND DESIGN
1,397,380	6/17/86	MICRO WELD