

11-17-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103120583

u/k/s

RECORDATION
TRADE

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

1. Name of conveying party(ies):

LaSalle Business Credit, LLC
(f/k/a LaSalle Business Credit, Inc.)

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 31, 2005

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Omni Products, Inc.
 Internal
 Address: PMB 404
 Street Address: 7456 SW Baseline Road
 City: Hillsboro
 State: Oregon
 Country: USA Zip: 97123-6449

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Oregon
- 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)
2,098,043; 2,089,656; and 1,663,441

Additional sheet(s) attached? Yes No

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

TRACAST, RAILGUARD, and OMNI

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

Name: David R. Ludwig
 Internal Address: Suite 600
 Street Address: 121 SW Morrison
 City: Portland
 State: Oregon Zip: 97204
 Phone Number: (503)228-6044
 Fax Number: (503)228-1741
 Email Address: DLudwig@farleighwitt.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- 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 _____
 Authorized User Name _____

9. Signature:

David R. Ludwig
Signature

November 3, 2005
Date

David R. Ludwig
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/08/2005 ECOOPER 00000172 2098043

82 FC:0521

48:08 08

TRADEMARK
REEL: 003254 FRAME: 0494

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 31 day of October, 2005 by LaSalle Business Credit, LLC, successor by merger to LaSalle Business Credit, Inc. ("Lender").

WITNESSETH:

WHEREAS, Lender and Omni Products, Inc., an Oregon corporation, and Omni Rail Products, Inc., a Delaware corporation (each a "Borrower" and collectively, "Borrower"), are parties to a certain Loan and Security Agreement dated as of June 2, 2000, as it may be amended, amended and restated or otherwise modified from time to time (the "Loan Agreement") pursuant to which Lender made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's Liabilities, as that term is defined in the Loan Agreement, Borrower has executed a certain Patent, Trademark and Copyright Security Agreement (the "Security Agreement") dated as of June 2, 2000, pursuant to which Borrower granted a security interest in and to the Patents, Trademarks and Copyrights, as each is defined below; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on July 3, 2000, at Patent Reel 010958, Frame 0852, and at Trademark Reel 002110, Frame 0624; and

WHEREAS, the Liabilities have been fully satisfied and, therefore, Borrower has requested that Lender release its security interest in the Patents, Trademarks and Copyrights and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, including but not limited to those patents listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subparagraph, are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(b) trademarks, trademark registrations, trademark applications, trade names and trade styles, service marks, service mark registrations and service mark applications including, without limitation, the trademarks, trade names, service marks and applications and

registrations thereof listed on Exhibit B attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and trade styles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subparagraph, are sometimes hereinafter referred individually as a "Trademark" and, collectively, as the "Trademarks");

(c) copyrights and copyright registrations and applications, including but not limited to those copyrights listed on Exhibit C attached hereto and made a part hereof, and (a) renewals, extensions and continuous thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including without limitation, damages and payments for past, present and future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications, together with the items described in clauses (a)-(d) of this subparagraph, are sometimes hereafter referred to individually as a "Copyright" and, collectively, as the "Copyrights");

(d) all license agreements with respect to any of the Patents, the Trademarks or the Copyrights or any other patent, trademark, service mark, copyright or any application or registration thereof or any other trade name or trade style between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement including, without limitation, the licenses listed on Exhibit D attached hereto and made a part hereof (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as "Licenses"); and

(e) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

2. Lender hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by LaSalle, all of LaSalle's rights, title and interest, in and to the Patents, Trademarks and Copyrights.

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

LaSalle Business Credit, LLC

By: 

Title: SVP

Exhibit A
Patents

5,181,657
5,535,948
5,538,182
5,813,602

Exhibit B
Trademarks

2,098,043

2,089,656

1,663,441

Exhibit C
Copyrights

None.

Exhibit D
Licenses

None.

005472\00056\658330 V001