

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Reassignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris N.A., successor by merger with Harris Trust and Savings Bank, as Agent		02/06/2006	Association:
RECEIVING PARTY DATA			
Name:	Four Wheel Drive Hardware, L.L.C.		
Street Address:	44488 State Route 14		
City:	Columbiana		
State/Country:	OHIO		
Postal Code:	44408		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75609516	FOUR WHEEL DRIVE HARDWARE	
Registration Number:	1399899	4WD	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	carey.lening@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Suite 401		
Address Line 2:	attn: Carey Lening		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	352360		
NAME OF SUBMITTER:	Carey Lening		

CH \$65.00 75609516

Signature:

/cni/

Date:

02/27/2006

Total Attachments: 3

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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):

HARRIS N.A., successor by merger with Harris Trust and Savings Bank, as Agent

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FOUR WHEEL DRIVE HARDWARE, L.L.C.

Internal Address: _____
 Address: _____

Street Address: 44488 State Route 14

City: Columbiana

State: OH

Country: USA Zip: 44409

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

Other LLC Citizenship Delaware

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)

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

Execution Date(s) _____

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

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

A. Trademark Application No.(s)
 75/809,516

B. Trademark Registration No.(s)
 1,389,699

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: Janelle Telesford, Legal Assistant

Internal Address: Emmet, Marvin & Martin LLP

Street Address: 120 Broadway

City: New York

State: NY Zip: 10271

Phone Number: 212-238-3244

Fax Number: 212-238-3100

Email Address: jtelesford@emmetmarvin.com

6. Total number of applications and registrations involved:

2

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

- 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:

Janelle Telesford
 Signature

2-22-06

Date

Janelle Telesford
 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 (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated February 6, 2006, by HARRIS N.A., successor by merger with Harris Trust and Savings Bank, as Agent as hereinafter described;

WITNESSETH:

WHEREAS, HARRIS N.A., a national banking association, successor by merger with Harris Trust and Savings Bank ("*Harris*") with its main office and mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Lenders defined in that certain Security Agreement dated April 20, 2000 between FOUR WHEEL DRIVE HARDWARE, L.L.C., a Delaware limited liability company with its mailing address at 44488 State Route 14, Columbiana, Ohio 44408 (the "*Debtor*") and Harris (Harris acting as such agent and any successor or successors to Harris in such capacity being hereinafter referred to as the "*Secured Party*"), and the Debtor are parties to a certain Trademark Collateral Agreement dated April 20, 2000 which was recorded in the United States Patent and Trademark Office on May 2, 2000 at Reel 002070, Frame 0287, pursuant to which the Debtor granted to the Secured Party a security interest in and collateral assignment of certain trademarks listed on Schedule A attached hereto and certain other property (collectively the "*Trademarks*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

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

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each Trademark and each Trademark Application listed on Schedule A attached hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and

(ii) The goodwill of the business to which each of the Trademarks relates.

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

HARRIS N.A., successor by merger with Harris
Trust and Savings Bank, as Agent

By Jean R. Elie
Jean R. Elie, Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
4WD and Design	1,399,899	7/1/86

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Four Wheel Drive Hardware	75/609,516	12/21/98

COMMON LAW MARKS AND TRADE NAMES

None

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None