

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 3050 Frame 0615)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch, as Lead Arranger and as Administrative Agent	FORMERLY Credit Suisse First Boston, acting through its Cayman Islands Branch	12/28/2005	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	Henry Pratt Company
Street Address:	500 W. Eldorado Street
City:	Decatur
State/Country:	ILLINOIS
Postal Code:	62522
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	678731	PRATT
Registration Number:	842731	GROUNDHOG
Registration Number:	990032	DIVINER
Registration Number:	1007548	TRITON XL
Registration Number:	1079878	E-LOK
Registration Number:	1234290	PIVA
Registration Number:	983763	POSITRON
Registration Number:	992336	TRITON XR-70

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609

OP \$215.00 678731

Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

043235/0058

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

03/30/2006

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

Credit Suisse, Cayman Islands Branch
(Formerly known as)

TERMINATION AND RELEASE dated as of December 28, 2005, from Credit Suisse First Boston, acting through its Cayman Islands Branch, as Lead Arranger and as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Henry Pratt Company, a Delaware corporation with its principal place of business located at 500 W. Eldorado Street, Decatur, IL 62522.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of April 23, 2004 (amending and restating the Amended and Restated Credit Agreement, dated as of June 24, 2002), made by the Borrower (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 11, 2005, at Reel 3028 and Frame 0001;

WHEREAS, the Collateral Agreement was also rerecorded in the Trademark Division of the United States Patent and Trademark Office on March 22, 2005, at Reel 3050 and Frame 0615 as a security interest, correcting a recordation as an assignment that was previously recorded at Reel 2987 and Frame 0831 and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;


NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Exhibit A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE, Cayman Islands Branch 
(Formerly known as CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands Branch) as Administrative
Agent

By: 


Name: DAVID DODD
Title: VICE PRESIDENT


MIKHAIL FAYBUSOVICH
ASSOCIATE

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 15th day of MARCH, 2006, before me personally appeared DAVID DODD & MIKHAIL FAYBUSOVICH to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT & ASSOC. of Credit Suisse ~~First Boston~~ ^{FA}, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse ~~First Boston~~ ^{FA}.



Notary Public

(Affix Seal Below)

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU6055282
Qualified in New York County
Commission Expires February 20, 2007

EXHIBIT A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
PRATT	0678731
GROUNDHOG	0842731
DIVINER	0990032
TRITON XL	1007548
E-LOK	1079878
PIVA	1234290
POSITRON	0983763
TRITON XR-70	0992336