

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Agent		07/21/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Heckethorn Manufacturing Co., Inc.		
Street Address:	2005 Forrest Street		
City:	Dyersburg		
State/Country:	TENNESSEE		
Postal Code:	38024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1199482	HECO	
Registration Number:	1032779	HECO DYNA-GRIP	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7609		
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:	053113/1959		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

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TRADEMARK
REEL: 003356 FRAME: 0701

Date:

07/27/2006

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 21st, 2006, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

W I T N E S S E T H:

WHEREAS, Agent and Heckethorn Manufacturing Co., Inc., a Delaware corporation ("Grantor"), are parties to that certain Trademark Security Agreement dated as of March 31, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Grantor granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Grantor and certain of its affiliates to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of March 31, 2004, as amended, restated, supplemented or otherwise modified from time to time, by and among Grantor, Agent and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 16, 2004, at Reel 002948, Frame 0861; and

WHEREAS, Grantor has requested that Agent release its security interest in the Released Trademarks and reassign the same to Grantor.

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

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following:

- (a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto (collectively, the "Released Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Released Trademark;
- (b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Released Trademark and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Released Trademark or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, and the goodwill of Grantor's business connected with the use of and symbolized by the Released Trademarks.

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

ANTARES CAPITAL CORPORATION, a
Delaware corporation, as Agent

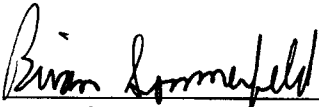
By: 
Name: Brian E. Sommerfeld
Title: Duly Authorized Signatory

EXHIBIT A

Released Trademarks

Mark	Registration Number	Registration Date
HECO & design -	1199482	6/29/82
HECO DYNA-GRIP -	1032779	1/17/75