

**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
Breeze Industrial Products Corporation		08/10/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Antares Capital Corporation, as First Lien Collateral Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1892921	HI-TORQUE
Registration Number:	1723241	AERO-SEAL
Registration Number:	1249749	MT
Registration Number:	1307639	CONSTANT-TORQUE
Registration Number:	1147031	BREEZE
Registration Number:	0869921	POWER-SEAL S
Registration Number:	1985466	EURO-SEAL
Registration Number:	0975772	MAKE-A-CLAMP

**CORRESPONDENCE DATA**

Fax Number: (312)577-4782  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Correspondent Name: KATTEN MUCHIN ROSENMAN

CH \$215.00 1892921

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Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:

Terese Scholl

Signature:

/Terese Scholl/

Date:

08/15/2006

Total Attachments: 4

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## TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of August 10, 2006, by ANTARES CAPITAL CORPORATION, as First Lien Collateral Agent ("Antares").

WITNESSETH:

WHEREAS, Antares and Breeze Industrial Products Corporation ("Breeze"), were parties to that certain Trademark Security Agreement dated as of August 27, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Breeze granted a security interest to Antares in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Breeze to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement by and among Breeze and Antares, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on September 3, 2004 at Reel 3043, Frame 0514; and

WHEREAS, Breeze has requested that Antares release its security interest in the Trademarks and reassign the same to Breeze;

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

1. Antares hereby releases its security interest in all of Breeze's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications (except for intent-to-use trademark applications) in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation, each Trademark listed on Exhibit A attached hereto (and all amendments, supplements,

restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Exhibit A (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.;

2. Antares hereby reassigns, grants and conveys to Breeze, without any representation, warranty, recourse or undertaking by Antares, all of Antares's right, title and interest in and to the Trademark Collateral, and the goodwill of Breeze's business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

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

**ANTARES CAPITAL CORPORATION,**  
as First Lien Collateral Agent

By: *Brian Sommerfeld*  
Name: Brian E. Sommerfeld  
Title: Duty Authorized Signatory

Trademark Release of Security Interest-  
Breeze Industrial Products Corporation

**TRADEMARK**  
**REEL: 003369 FRAME: 0338**

**EXHIBIT A to Trademark Release of Security Interest**

<b>MARK</b>	<b>REGISTRATION NO./APPLICATION NO.</b>	<b>REGISTRATION DATE/ FILING DATE</b>
HI-TORQUE	1892921	5/9/1995
AERO-SEAL	1723241	10/13/92
MT	1249749	8/30/1983
CONSTANT-TORQUE	1307639	12/4/1984
BREEZE	1147031	2/17/1981
POWER-SEAL S	0869921	5/27/1969
EURO-SEAL	1985466	7/9/1996
MAKE-A-CLAMP	0975772	1/1/1974

Trademark Release of Security Interest-  
Breeze Industrial Products Corporation