## 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
Antares Capital Corporation, as Agent		08/30/2006	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Harley Attachments, LLC
Street Address:	5825 Council Street N.E.
City:	Cedar Rapids
State/Country:	IOWA
Postal Code:	52402
Entity Type:	LIMITED LIABILITY COMPANY:

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2277408	HARLEY CONCRETE CHUTER
Registration Number:	ion Number: 2275618 HARLEY CONCRETE CHUTER	
Registration Number:	1844109	POWER BOX RAKE

#### **CORRESPONDENCE DATA**

Fax Number: (918)586-8635

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 918 586-8544

Email: t.clark@cwlaw.com

Correspondent Name: Tamarie L. Clark

Address Line 1: 4000 One Williams Center

Address Line 4: TULSA, OKLAHOMA 74172-0148

NAME OF SUBMITTER:	Tamarie L. Clark
Signature:	/Tamarie L. Clark/

TRADEMARK REEL: 003399 FRAME: 0326

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Date:	09/28/2006
Total Attachments: 4 source=Harley Attachments, LLC Trademar source=Harley Attachments, LLC Trademar source=Harley Attachments, LLC Trademar source=Harley Attachments, LLC Trademar	k Releases#page2.tif k Releases#page3.tif

TRADEMARK
REEL: 003399 FRAME: 0327

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 30, 2006, by ANTARES CAPITAL CORPORATION, as agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and Harley Attachments, LLC, a Delaware limited liability company ("Harley"), are parties to that certain Third Amended and Restated Subsidiary Security Agreement dated as of February 25, 2005 (the "Security Agreement") and that certain Trademark Security Agreement dated as of September 30, 2005 (the "Trademark Security Agreement"), pursuant to which Harley granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by Harley to Agent, including, without limitation, the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, Harley has requested that Agent release its security interest in the Trademark Collateral subject to the Security Agreement and the Trademark Security Agreement and reassign the same to Harley;

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

- 1. Agent hereby releases, discharges and terminates its security interest, powers of attorney, rights of sale and any other right Agent may have under the Security Agreement or the Trademark Security Agreement in all of Harley's right, title and interest in and to all of the Trademark Collateral, including, without limitation, the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and goodwill of Harley's business connected with the use of and symbolized by the Trademark Collateral.
- 2. Agent hereby reassigns, grants and conveys to Harley, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, including without limitation the Trademark registrations and Trademark applications referred to in <a href="Exhibit A">Exhibit A</a> annexed hereto and the goodwill of Harley's business connected with the use of and symbolized by the Trademark Collateral.
- 3. Agent shall deliver to Harley, at Harley's sole cost and expense, such other releases, termination statements or other agreements, in form and substance reasonably satisfactory to Harley, as Harley may reasonably request to reflect Agent's above-described release and reassignment of any interest in said collateral, including, without limitation, a duly executed UCC termination statements.

TRADEMARK REEL: 003399 FRAME: 0328 4. Agent represents and warrants to Harley that Agent has not assigned any of its security interest in said collateral to any third party and that Agent has full power and authority to make the release and reassignment hereunder.

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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,

as Agent

By: Name:

Michael Hynes

Title: Duly Authorized Signatory

# **SCHEDULE A**

# U.S. TRADEMARK REGISTRATIONS

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Harley Attachments, LLC	Harley Concrete Chuter	2277408	9/14/1999
Harley Attachments, LLC	Harley Concrete Chuter	2275618	9/7/1999
Harley Attachments, LLC	Power Box Rake	1844109	7/12/1994

TRADEMARK REEL: 003399 FRAME: 0331

**RECORDED: 09/28/2006**