# 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	Formerly Execution Date Entity Type	
Antares Capital Corporation, as Agent		08/30/2006	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	Jewell 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
Serial Number:	78574450	
Serial Number:	78574430	JEWELL
Serial Number:	78574459	JEWELL PALADIN DEMOLITION/RECYCLING/FORESTRY

#### **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: 0332

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Date:	09/28/2006	
Total Attachments: 5 source=Jewell Attachments, LLC Trademark Releases#page1.tif source=Jewell Attachments, LLC Trademark Releases#page2.tif source=Jewell Attachments, LLC Trademark Releases#page3.tif		
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TRADEMARK
REEL: 003399 FRAME: 0333

### 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 Jewell Attachments, LLC, a Delaware limited liability company ("Jewell"), 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 October 11, 2005 (the "Trademark Security Agreement"), pursuant to which Jewell granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by Jewell 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, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on October 21, 2005 at Reel 003180, Frame 0305; and

WHEREAS, Jewell 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 Jewell;

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 Jewell'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 Jewell's business connected with the use of and symbolized by the Trademark Collateral.
- 2. Agent hereby reassigns, grants and conveys to Jewell, 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 Exhibit A annexed hereto and the goodwill of Jewell's business connected with the use of and symbolized by the Trademark Collateral.
- 3. Agent shall deliver to Jewell, at Jewell's sole cost and expense, such other releases, termination statements or other agreements, in form and substance reasonably

TRADEMARK REEL: 003399 FRAME: 0334 satisfactory to Jewell, as Jewell 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.

4. Agent represents and warrants to Jewell 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

# **EXHIBIT A**

See Attached.

Trademark Release and Reassignment

TRADEMARK
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# **SCHEDULE A**

# U.S. TRADEMARK REGISTRATIONS

HOLDER	MARK	APPLICATION	APPLICATION DATE
Jewell Attachments, LLC	Diamond Design	NUMBER 78/574,450	2/24/2005
Jewell Attachments, LLC	JEWELL	78/574,430	2/24/2005
Jewell Attachments, LLC	JEWELL PALADIN DEMOLITION/RECYCLING/FORESTRY Logo	78/574,459	2/24/2005

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**RECORDED: 09/28/2006**