

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
GMAC Commercial Finance LLC		09/28/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Stolle Machinery Company, LLC
Street Address:	6949 SOUTH POTOMAC STREET
City:	ENGLEWOOD
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1267709	CMC
Registration Number:	1267708	CMP
Registration Number:	2977312	COOLPACK
Registration Number:	2971817	COOLPUNCH
Registration Number:	1180855	D
Registration Number:	1199316	DIDDE
Registration Number:	2196250	DIDDE COLORTECH
Registration Number:	1640240	ENDLEVEL II
Registration Number:	1966703	FORMATEC
Registration Number:	1453932	ME-CA-2000
Registration Number:	2702397	OPTIMÉ
Registration Number:	1054972	REDICON
Registration Number:	1064153	REDICON

OP \$590.00 1267709

Registration Number:	0912948	STANDUN
Registration Number:	3086779	STRETCH MACHINE
Registration Number:	1997379	TRIAD
Registration Number:	1997378	TRI-SEVEN
Registration Number:	2369212	BIC
Registration Number:	1291882	BIND-ALL
Registration Number:	1324069	COMPERFECTOR
Registration Number:	1372179	COMPU-PRESS
Registration Number:	2196252	DIDDE DURATECH
Serial Number:	76540735	TURBOFLOW ROLLERS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0652 (RELEASE)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	10/31/2006

Total Attachments: 18

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of September 28, 2006, by **GMAC COMMERCIAL FINANCE LLC**, as agent for the Lenders ("Agent"), in favor of **STOLLE MACHINERY COMPANY, LLC**, a Delaware limited liability company ("Stolle"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Agent, Lenders, and Stolle are parties to (i) a certain Loan and Security Agreement dated as of January 9, 2004, as amended and restated on November 4, 2004, (the "Security Agreement") and (ii) a certain Trademark Collateral Security Agreement dated as of January 9, 2004 (the "Trademark Collateral Security Agreement"), pursuant to which Stolle has granted a security interest to Agent in, among other things, certain trademarks as security for the Obligations, including the trademarks set forth on Schedule A hereto; and

WHEREAS, the Trademark Collateral Security Agreement was recorded in the United States Patent and Trademark Office on February 12, 2004, in the Trademark Division at Reel 2792, Frame 0495; and

WHEREAS, Stolle has requested that Agent release its security interest in the Trademark Collateral (as such term is defined herein below) and reassign the same to Stolle;

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

SECTION 1. Agent hereby terminates and releases its security interest in and to all of Stolle's entire right, title and interest in, to, and under all of the following assets (all of which being hereinafter referred to as the "Trademark Collateral"):

(a) the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto, and in and to any and all trademarks, and registrations and applications appurtenant thereto, acquired or filed by Stolle after the date of Trademark Collateral Security Agreement, including without limitation all renewals thereof, all proceeds of infringement suits or settlement of infringement claims, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and
(b) all of Stolle's right, title and interest in, to and under the following:

(i) all Licenses, including but not limited to the trademark license agreements designated on Schedule B hereto, as any have been amended, modified, or supplemented ("Licenses"),

(ii) all Accounts, contract rights, and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Stolle to terminate any such License or to perform and to exercise all remedies thereunder); and,

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the

foregoing.

SECTION 2. FURTHER ASSURANCES. Agent agrees to provide Stolle, at the expense of Stolle, with any information and additional authorization, and will execute any documents necessary to effect, record, and perfect the release of the Agent's security interest in the Trademark Collateral.

SECTION 3. DEFINITIONS. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Security Agreement and the following terms shall have the following meanings:

"Licenses" shall mean the trademark license agreements of Grantor designated on Schedule B hereto.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks acquired or filed by Grantor after the date of the Trademark Collateral Security Agreement, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country.

SECTION 4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GMAC COMMERCIAL FINANCE LLC,
as Agent

By: Robert J. Brandow
Name: ROBERT J. BRANDOW
Title: DIRECTOR

ACKNOWLEDGED AND AGREED:

STOLLE MACHINERY COMPANY, INC.

By: _____

Name: _____

Title: _____

AIP/SMC HOLDING, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York)

ss.

On this 28th day of September, 2006, the undersigned, personally appeared, is personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jeanne M. Lodico
Notary Public

{seal}

JEANNE M. LODICO
Notary Public, State of New York
No. 01LO6023719
Qualified in Suffolk County
Commission Expires Apr. 26, 2007

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

GMAC COMMERCIAL FINANCE LLC,
as Agent

By: _____

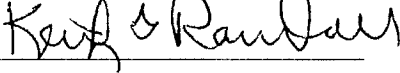
Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

STOLLE MACHINERY COMPANY, LLC

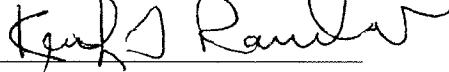
By: **AIP/SMC HOLDING, INC., its Managing Member**

By: 

Name: Keith G. Randall

Title: Chief Financial Officer

AIP/SMC HOLDING, INC.

By: 

Name: Keith G. Randall

Title: Chief Financial Officer

RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

Trademarks and Trademark Applications

Matter ID	Status	App Date	App No.	Reg Date	Reg No.	Renewal	Expires
Mark: Country: Class:	Registered BIC United States IN 7	04/06/1998	75/462,387	07/18/2000	2,369,212	07/18/2010	07/18/2010
Mark: Country: Class:	Registered Bind-All United States IN 7	08/01/1983	73/437,120	08/28/1984	1,291,882	08/28/2004	08/28/2004
Mark: Country: Class:	Registered ComPerfector United States IN 7	08/01/1983	73/437,119	03/12/1985	1,324,069	03/12/2005	03/12/2005

<u>Matter ID</u>	<u>Status</u>	<u>App Date</u>	<u>App No.</u>	<u>Reg Date</u>	<u>Reg No.</u>	<u>Renewal</u>	<u>Expires</u>
Mark: Country: Class:	Registered Compu-Press United States IN 7	05/23/1985	73/539,323	11/26/1985	1,372,179	11/26/2005	11/26/2005
Mark: Country: Class:	Registered D (Stylized) United States IN 7	07/14/1980	73/269,960	12/08/2001	1,180,855	12/08/2011	12/08/2011
Mark: Country: Class:	Registered Didde United States IN 7	05/15/1980	73/262,162	06/29/2002	1,199,316	06/29/2012	06/29/2012

1220309- Trademark Release

<u>Matter ID</u>	<u>Status</u>	<u>App Date</u>	<u>App No.</u>	<u>Reg Date</u>	<u>Reg No.</u>	<u>Renewal</u>	<u>Expires</u>
Mark: Country: Class:	Registered Didde Colortech United States IN 7	05/28/1996	75/110,130	10/13/1998	2,196,250	10/13/2008	10/13/2008
Mark: Country: Class:	Registered Didde Duratech United States IN 7	05/28/1996	75/110,496	10/13/1998	2,196,252	10/13/2008	10/13/2008

<u>Matter ID</u>	<u>Status</u>	<u>App Date</u>	<u>App No.</u>	<u>Reg Date</u>	<u>Reg No.</u>	<u>Renewal</u>	<u>Expires</u>
Mark: Country: Class:	Registered Endlevel II United States IN 7	05/29/1990	74/062,693	04/09/2001	1,640,240	04/09/2011	04/09/2011
Mark: Country: Class:	Registered ME-CA-2000 South Korea IN 7 IN 42	02/19/1987	87-3209	07/22/1998	157,345	07/22/2008	07/22/2008
Mark: Country: Class:	Registered ME-CA-2000 United States IN 7 IN 42	08/28/1986	73/618,023	08/25/1987	1,453,932	08/25/2007	08/25/2007

1220309- Trademark Release

Matter ID	Status	App Date	App No.	Reg Date	Reg No.	Renewal	Expires
Mark: Country: Class:	Registered Redicon Australia IN 7	06/19/1985	A428,544	06/19/1992	A428,544	06/19/2006	06/19/2006
Mark: Country: Class:	Registered Redicon China P.R. IN 7	08/23/1985	30,707	06/30/1996	254,230	06/30/2006	06/30/2006
Mark: Country: Class:	Registered Redicon Germany IN 7	06/18/1985	R43,231/7	06/30/1995	1,088,578	06/30/2005	06/30/2005

1220309- Trademark Release

Matter ID	Status	App Date	App No.	Reg Date	Reg No.	Renewal	Expires
Mark: Country: Class:	Registered Redicon France IN 7	07/09/1985	750,966	07/09/1995	1,315,411	07/08/2005	07/09/2005
Mark: Country: Class:	Registered Redicon Great Britain IN 42	10/01/1986	1,273,309	10/01/1993	1,273,309	10/01/2007	10/01/2007
Mark: Country: Class:	Registered Redicon Great Britain IN 7	06/19/1985	1,244,372	06/19/1992	1,244,372	06/19/2006	06/19/2006

1220309- Trademark Release

<u>Matter ID</u>	<u>Status</u>	<u>App Date</u>	<u>App No.</u>	<u>Reg Date</u>	<u>Reg No.</u>	<u>Renewal</u>	<u>Expires</u>
Mark: Country: Class:	Registered Redicon Italy IN 7	07/26/1985	34,845C/85	07/26/1995	464,500	07/26/2005	07/26/2005
Registered Mark: Country: Class:	06/24/1985 Redicon Japan IN 7	64,419/85	07/22/1998	2,061,386	07/22/2008	07/22/2008	
Mark: Country: Class:	Registered Redicon Saudi Arabia IN 7	09/30/1985	2392		06/13/1995	146/61	02/23/2005

1220309- Trademark Release

Matter ID	Status	App Date	App No.	Reg Date	Reg No.	Renewal	Expires
Mark: Country: Class:	Registered Redicon Thailand IN 7	07/16/1985	148,801	07/16/1995	Kor34,672	07/16/2005	07/16/2005
Mark: Country: Class:	Registered Redicon Taiwan IN 7	04/22/1987	76/020,780	02/16/1998	391,890	02/16/2008	02/16/2008
Mark: Country: Class:	Registered Redicon United States IN 7	04/02/1976	73/082,579	12/28/1996	1,054,972	12/28/2006	12/28/2006

1220309- Trademark Release

Matter ID	Status	App Date	App No.	Reg Date	Reg No.	Renewal	Expires
Mark: Country: Class:	Registered Redicon United States IN 42	04/02/1976	73/082,481	04/19/1997	1,064,153	04/19/2007	04/19/2007
Mark: Country: Class:	Registered Redicon South Africa IN 7	06/21/1985	85/4432	06/21/1995	85/4432	06/21/2005	06/21/2005
Mark: Country: Class:	Registered Tri-Seven United States IN 7	04/18/1994	74/513,796	08/27/1996	1,997,378	08/27/2006	08/27/2006

1220309- Trademark Release

Matter ID	Status	A Date	A No.	Re Date	Re No.	Renewal	Ex 'res
		pp	pp	g	g		pl
k M Cl C	Registered United States IN7e	4/18/94 0	4/513 797 7	08/27/96 7196	1,9737 9	8/27/2006 0	27/2006 08

Registered
United States
IN7e

<u>Matter ID</u>	<u>Status</u>	<u>App Date</u>	<u>App No.</u>
Mark: Country: Class:	Filed Optime United States IN 7	06/03/2002	76/416,321
Mark: Country: Class:	Filed Redicon South Korea IN 7	04/09/2002	20-2002-16097
IP2002003873 Mark: Country: Class:	Filed Redicon South Korea IN 42	11/22/2002	41-2002-23807

Matter ID	Status	App. Date	App. No.	Reg Date	Reg No.	Renewal	Expires
Mark: Country: Class:	Registered CMC United States	06/02/1982	73367668	02/21/1984	1267709		
Mark: Country: Class:	Registered CMP United States	06/02/1982	73367667	02/21/1984	1267708		
Mark: Country: Class:	Registered COOLPACK United States	04/07/2003	76504933	07/26/2005	2977312		
Mark: Country: Class:	Registered COOLPUNCH United States	04/07/2003	76504932	07/19/2005	2971817		
Mark: Country: Class:	Registered FORMATEC United States	04/10/1995	74657851	04/09/1996	1966703		
Mark: Country: Class:	Registered STANDUN United States	11/03/1969	72342528	06/08/1971	0912948		
Mark: Country: Class:	Registered STRETCH MACHINE United States	08/29/2003	76543902	04/25/2006	3086779		
Mark: Country: Class:	Registered TURBOFLOW ROLLERS United States	08/14/2003	76540735				

TRADEMARK

REEL: 003419 FRAME: 0245

RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

Licenses

1. Agreement with Preferred Machining Brasil LTDA, dated June 20, 2002.
2. Agreement with Preferred Machining Brasil LTDA, dated January 24, 2002.