### 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
'	FORMERLY Congress Financial Corporation (Central)	12/29/2006	CORPORATION: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	Dacco, Incorporated	
Street Address:	741 Dacco Drive, P.O. Box 2789	
City:	Cookeville	
State/Country:	TENNESSEE	
Postal Code:	38502	
Entity Type:	CORPORATION: OHIO	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1763304	DACCO

### **CORRESPONDENCE DATA**

Fax Number: (312)993-9767

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

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 2: 015604-0195

Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	015604-0195
NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mmr/

TRADEMARK REEL: 003467 FRAME: 0849

900067649

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Date:	01/25/2007
Total Attachments: 3 source=trademark release#page1.tif	
source=trademark release#page2.tif	

#### RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of December 29, 2006 by WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL) (f/k/a Congress Financial Corporation (Central)), an Illinois corporation, in its capacity as Agent for itself and Lenders ("Agent").

WHEREAS, Agent and Dacco, Incorporated, an Ohio corporation ("Debtor"), entered into that certain Trademark Security Agreement, dated as of August 16, 2001;

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on <u>Schedule A</u> attached hereto as security for certain obligations of Debtor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on August 22, 2001 at Reel 2352, Frame 0415 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

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

Agent hereby fully releases and terminates its security interests in and liens on:

- all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Debtor, to perform, at Debtor's request, all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

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

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), an Illinois corporation, as Agent

By:\_\_

Name:\_\_\_\_
Title

[Signature Page to Release of Trademarks]

# SCHEDULE A

## to Release of Trademarks

MARK	COUNTRY/ STATE	APPL.NO./ APPL. DATE	REG. NO./ REG. DATE	STATUS/ COMMENTS
DACCO	US		1,763,304	Registered

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**RECORDED: 01/25/2007**