

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
National City Bank of Pennsylvania		12/27/2004	Bank:
RECEIVING PARTY DATA			
Name:	HMR Acquisition Company, Inc.		
Street Address:	1501 North Ironwood Drive		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46635		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2466961	HACIENDA	
Registration Number:	2484222	HACIENDA	
Registration Number:	1331341	HACIENDA	
CORRESPONDENCE DATA			
Fax Number:	(412)209-0672		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(412) 297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	Christine W. Trebilcock		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	16853.0001 (SEC.RELEASE)		
NAME OF SUBMITTER:	Christine W. Trebilcock		
Signature:	/Christine W. Trebilcock/		

CH \$90.00 2466961

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 REEL: 003964 FRAME: 0879

Date:

04/02/2009

Total Attachments: 8

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National City Bank of Pennsylvania
National City Center
20 Stanwix Street, 19th Floor
Pittsburgh, PA 15222

December 17, 2004

REDACTED

HMR Acquisition Company, Inc.
1501 N. Ironwood Drive
South Bend, IN 46635
Attention: B. Robert Kill, President

Re: Pay-off Arrangements

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Credit Agreement dated as of January 19, 2001, as amended (the "Credit Agreement") between HMR Acquisition Company, Inc. (the "Borrower") and National City Bank of Pennsylvania (the "Bank"). All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

Pursuant to the terms of the Security Documents, the Bank has been granted liens on certain assets of the Borrower to secure the Bank Indebtedness. The Borrower has advised the Bank that the Borrower intends to repay all principal, interest and fees outstanding, accrued and unpaid under the Credit Agreement and the other Loan Documents and has requested that the Bank provide the Borrower with appropriate pay-off figures for such amounts. The Borrower has also requested that the Bank release the collateral which secures the Bank Indebtedness.

The pay-off figure for the Borrower as of December 17, 2004 (the "Computation Date") under the Credit Agreement in the aggregate amount of _____ is calculated as follows (collectively, the "Pay-Off Amount") (with wire transfer instructions to the Bank for such Pay-Off Amount set forth below the Pay-Off Amount):

REDACTED

Principal -- Revolving Credit Loans:
Accrued Interest -- Revolving Credit Loans:
Principal -- Term Loan:
Accrued Interest -- Term Loan:
Euro-Rate Loan breakage fees:
Commitment Fees
Bank's Legal Fees and Expenses:

Total:

Wire Transfer Instructions:

To the extent that the Pay-Off Amount is not received by the Bank by 2:00 p.m. Pittsburgh time on the Computation Date, the Pay-Off Amount shall increase and shall include any additional interest, Commitment Fees, or legal fees and expenses incurred after the Computation Date. From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Notes at the rate set forth in the Credit Agreement.

"Pay-Off Date" shall mean the date upon which all of the following have occurred: (i) the receipt by the Bank of payment in full in good funds of the Pay-Off Amount, and (ii) receipt by the Bank of this letter executed on behalf of the Borrower. Effective as of the Pay-Off Date, (a) the Revolving Credit Commitment shall terminate, (b) the Bank Indebtedness of the Borrower under the Credit Agreement and the other Loan Documents shall be deemed to be and shall be paid and discharged, (c) all mortgage liens, security interests and other liens granted by the Borrower in favor of the Bank to secure the Bank Indebtedness shall, without any further action by the Bank, the Borrower or any other Person, be deemed to be and shall be terminated and released in full, and (d) the Credit Agreement and the other Loan Documents shall terminate, except for such provisions which by their terms expressly survive termination of the Revolving Credit Commitments and repayment of the Loans.

Notwithstanding the preceding sentence, (y) the Borrower acknowledges and agrees that its obligations and liabilities under the Credit Agreement and other Loan Documents shall be reinstated with full force and effect, if at any time after the Pay-Off Date all or any portion of the Pay-Off Amount paid to the Bank is voided or rescinded or must otherwise be returned by the Bank to the Borrower upon Borrower's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made, and (z) nothing contained herein shall be deemed to terminate or otherwise impair those expense reimbursement, indemnification or other

provisions of the Credit Agreement or any other Loan Documents which by their express terms survive the repayment of the Loans and the termination of the Revolving Credit Commitment.

The Borrower hereby agrees that the Bank shall not be responsible for the reasonable expenses of the Bank in connection with the release of security interests and liens described above, and that the Borrower shall reimburse the Bank for all such expenses.

The Bank hereby authorizes the Borrower, at the Borrower's sole cost and expense, to prepare and, on or after the Pay-Off Date, to file/record such UCC termination statements, mortgage satisfactions and releases as the Borrower may determine to be necessary in order to effectuate the release of the above referenced mortgage liens, security interests and other liens.

The Bank further agrees to deliver to the Borrower, on or after the Pay-Off Date, at the Borrower's sole cost and expense, such other instructions, mortgage satisfactions, releases and termination statements as the Borrower may reasonably request in connection with the above-described release of mortgage liens, security interests and other liens granted by the Borrower to the Bank.

[SIGNATURE PAGE FOLLOWS]

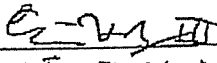
HMR Acquisition Company, Inc.
December 16, 2004
Page 4

[SIGNATURE PAGE TO PAY-OFF LETTER]

This letter may be executed in separate counterparts, each of which when so executed and delivered shall together constitute one and the same instrument.

Very truly yours,

NATIONAL CITY BANK OF PENNSYLVANIA

By: 
Name: Ervine H. Geiger III
Title: Vice President

Acknowledged and Agreed to
as of the 17th day of December, 2004

HMR ACQUISITION COMPANY, INC.

By: _____
Name:
Title:

HMR Acquisition Company, Inc.
December 16, 2004
Page 4

[SIGNATURE PAGE TO PAY-OFF LETTER]

This letter may be executed in separate counterparts, each of which when so executed and delivered shall together constitute one and the same instrument.

Very truly yours,

NATIONAL CITY BANK OF PENNSYLVANIA

By: _____
Name:
Title:

Acknowledged and Agreed to
as of the 17th day of December, 2004

HMR ACQUISITION COMPANY, INC.

By: Tamara Boetsma, VP/CFO
Name: Tamara Boetsma
Title: VP, CFO

REDACTED

AMENDED AND RESTATED

REDUCING REVOLVING CREDIT NOTE

Pittsburgh, Pennsylvania

January 19, 2001

This Amended and Restated Reducing Revolving Credit Note (this Amended and Restated Revolving Credit Note and all extensions, renewals, amendments, substitutions and replacements hereto or hereof from time to time, herein this "Note") is executed and delivered under and pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of the date hereof (the Amended and Restated Credit Agreement, together with all exhibits, schedules, amendments, extensions, renewals, substitutions and replacements thereto and thereof is hereinafter referred to as the "Credit Agreement") by and between HMR ACQUISITION COMPANY, INC. (the "Borrower") and NATIONAL CITY BANK OF PENNSYLVANIA (the "Bank").

FOR VALUE RECEIVED the Borrower promises to pay to the order of the Bank at the Bank's principal office at 20 Stanwix Street, Pittsburgh, Pennsylvania 15222, the lesser of (i) or (ii) the aggregate unpaid principal amount of all Revolving Credit Loans that may be made by the Bank to the Borrower pursuant to Section 2.1a of the Credit Agreement and reflected on the Loan Account maintained by the Bank pursuant to Section 2.9 of the Credit Agreement.

The outstanding principal balance hereunder shall be due and payable in its entirety at maturity, whether on the Revolving Credit Termination Date, upon acceleration, or otherwise, all as more fully described in the Credit Agreement.

Interest on the unpaid principal balance hereof shall be due and payable and calculated in accordance with the terms of the Credit Agreement. The interest rate shall be adjusted, when necessary and if appropriate, in accordance with the terms of the Credit Agreement. Principal and interest payments shall be made at the office of the Bank set forth above.

This Note is the Revolving Credit Note referred to in the Credit Agreement. Reference is made to the Credit Agreement for provisions for the prepayment hereof and the acceleration of the maturity hereof. All of the terms, conditions, covenants, representations and warranties of the Credit Agreement are incorporated herein by reference as if same were fully set forth herein. All capitalized terms used herein as defined terms which are not defined herein but which are defined in the Credit Agreement shall have the same meanings herein as are given to them in the Credit Agreement.

Upon the occurrence of any Event of Default specified in the Credit Agreement, the principal hereof and accrued interest hereon may become forthwith due and payable, all as provided in the Credit Agreement.

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REDACTED

Demand, presentation, protest and notice of dishonor are hereby waived.

This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding conflict of laws, excepting applicable federal law and except on to the extent precluded by the mandatory application of the law of another jurisdiction.

This Note amends, restates, replaces and substitutes for, and will continue to evidence the indebtedness evidenced by the Revolving Credit Note in the original principal amount of . made by the Borrower in favor of the Bank as of January 31, 1999 (the "Original Note"). No advances have been made or are being made by the Bank to satisfy any amounts owed pursuant to the Original Note, and this Note is not a novation thereof. Nothing contained in this Note shall be construed to release, cancel, terminate or otherwise impair the status or priority of the liens and security interests granted by the Borrowers to the Bank connection with the Original Note.

POWER TO CONFESS JUDGMENT. The Borrower hereby empowers any attorney of any court of record within the Commonwealth of Pennsylvania, after the occurrence of any Event of Default, to appear for the Borrower and, with or without complaint filed, confess judgment, or a series of judgments, against the Borrower in favor of the Bank or any holder hereof for the entire principal balance of this Note and all accrued interest, together with costs of suit and a reasonable attorney's commission added as a reasonable attorney's fee, and for doing so, this Note or a copy verified by affidavit shall be a sufficient warrant. The Borrower hereby forever waives and releases all errors in said proceedings and all rights of appeal and all relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter enacted. Interest on any such judgment shall accrue at the highest rate that may be charged under this Note.

No single exercise of the foregoing power to confess judgment, or a series of judgments, shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power shall continue undiminished and it may be exercised from time to time as often as the Bank shall elect until such time as the Bank shall have received payment in full of the debt, interest and costs.

Upon the Borrower's payment in full of all amounts due by the Borrower to the Bank hereunder, and upon the Borrower's full discharge and satisfaction of all of the other Obligations under the Commitment and the termination of the Commitment, the Bank shall mark this Note "PAID" and return it to the Borrower.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Borrower, with the intent to be legally bound hereby, has caused this Note to be executed by its duly authorized officers as of the date first written above.

ATTEST:

By: Jamara Boetsma
Name: Jamara Boetsma
Title: VP Finance

HMR ACQUISITION COMPANY, INC.

By: B. Robert Kill (SEAL)
Name: B. Robert Kill
Title: President

