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
Integra Bank		01/31/1999	Bank: PENNSYLVANIA

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: 1

Property Type	Number	Word Mark
Registration Number:	1331341	HACIENDA

CORRESPONDENCE DATA

Fax Number: (412)209-0672

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

Phone: (412) 297-4900

Email: iptrademark@cohenlaw.com

Correspondent Name: Christine W. Trebilcock, Cohen & Grigsby

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/
Date:	04/02/2009

REEL: 003974 FRAME: 0832

TRADEMARK

900130889

Total Attachments: 2

source=Amended and Restate Credit Agreement (Release of Sec.Int. Integra to HMR Acquisition)#page1.tif source=Amended and Restate Credit Agreement (Release of Sec.Int. Integra to HMR Acquisition)#page2.tif

TRADEMARK
REEL: 003974 FRAME: 0833

REDACTED

and an arrangement of the

AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDED AND RESTATED CREDIT AGREEMENT (together with all amendments, supplements, extensions, renewals and substitutions thereto and thereof, the "Agreement") dated as of January 31, 1999 by and between HMR ACQUISITION COMPANY, INC., an Indiana corporation, as the Borrower, and NATIONAL CITY BANK OF PENNSYLVANIA, as the Bank.

WITNESSETH:

WHEREAS, the Borrower entered into a Credit Agreement with Integra Bank, a predecessor in interest to the Bank, dated as of January 3, 1996 as amended to the date hereof (the Credit Agreement as so amended together with all exhibits and schedules thereto, the "Original Agreement").

WHEREAS, the Borrower and the Bank have agreed on additional modifications to the Original Agreement.

WHEREAS, the Borrower and the Bank have agreed to amend and restate the Original Agreement in its entirety.

WHEREAS, the Borrower desires to borrow, and the Bank desires to make available to the Borrower from time to time the loans and other extensions of credit hereinafter set forth, under and subject to the terms and conditions of this Agreement.

ARTICLE I. DEFINITIONS.

1.1 <u>Defined Terms</u>. As used herein the following terms shall have the meaning specified unless the context otherwise requires:

"Account" means all accounts, as that term is defined in the UCC, due the Borrower, whether now owned or hereafter created or acquired.

"Adjusted Base Rate" means the Base Rate, as adjusted by the Applicable Base Rate Margin.

"Adjusted EBITDA" means as of any date of determination the sum of the Borrower's (i) EBITDA <u>plus</u> (ii) operating lease expense <u>plus</u> (iii) the Borrower's cash and cash equivalents in an amount not to exceed

"<u>Adjusted Euro-Rate</u>" means the Euro-Rate as adjusted by the Applicable Euro-Rate Margin.

"Agreement" shall have the meaning set forth in the first paragraph hereof.

"Annual Business Plan" means the plan of business operation for the Borrower which plan (i) shall be presented by Fiscal Year and (ii) shall include for the Borrower (A) a

TRADEMARK REEL: 003974 FRAME: 0834 IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed by their respective officers thereunto duly authorized as a document under deal as of the date first written above.

ATTEST:

HMR ACQUISITION COMPANY, INC.

By: B ROBELT KILL

Title:

NATIONAL CITY BANK OF PENNSYLVANIA

In E. Cicable

_(SEAL)

(SEAL)

Name:_

A.V.P.

BF 97496.4 12/08/98:01 012150-010114

- 49 -