

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at Reel 2971 Frame 0689

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Business Financial Services	FORMERLY successor in interest to Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc.	07/16/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Williams Controls Industries, Inc.
Street Address:	14100 SW 72nd Avenue
City:	Portland
State/Country:	OREGON
Postal Code:	97224
Entity Type:	CORPORATION: DELAWARE

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Street Address:	14100 SW 72nd Avenue
City:	Portland
State/Country:	OREGON
Postal Code:	97224
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2966507	WILLIAMS CONTROLS

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: James M. Hannon

CH \$40.00 2966507

Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09637.233005
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	07/16/2009

Total Attachments: 3
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of July 16, 2009, from GE Business Financial Services Inc. ("GEBFSI"), successor-in-interest to Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc. ("Merrill Lynch Capital"), in its capacity as Agent for itself and the Lenders (as defined in the Credit Agreement, dated as of September 27, 2004, (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement") to Williams Controls Industries, Inc., a Delaware corporation ("Williams") and Williams Controls, Inc., a Delaware corporation ("Holdings" or "Grantor" and together with Williams the "Borrowers").

WITNESSETH:

WHEREAS, pursuant to the Williams Security Agreement dated as of September 27, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified), in favor of Merrill Lynch Capital (the "Security Agreement") and the Trademark Security Agreement dated as of September 27, 2004, in favor of Merrill Lynch Capital (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by Grantor to Merrill Lynch Capital in the Trademarks (as defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office, at Reel 002971, Frame 0689 on November 5, 2004; and

WHEREAS, GEBFSI, as successor-in-interest to Merrill Lynch Capital's Security Interest, now desires to terminate and release the entirety of its Security Interest in the Trademarks under the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, GEBFSI hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, the Security Agreement, and/or the Trademark Security Agreement.

2. Release of Security Interest. GEBFSI hereby terminates, releases, and discharges its Security Interest in the Trademarks, including the Trademarks listed in Exhibit I attached hereto, under the Security Agreement and the Trademark Security Agreement. To the extent GEBFSI has any right, title, or interest in such Trademarks and proceeds thereof under the Security Agreement and the Trademark Security Agreement, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, such right, title, or interest shall hereby cease and become void.

3. Further Assurances. GEBFSI hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademarks contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GE BUSINESS FINANCIAL SERVICES INC.
as Agent

By: 

Name: John P. Tracey

Title: Chief Authorized Signatory

SCHEDULE I
TO
TERMINATION AND RELEASE OF
SECURITY INTERESTS IN TRADEMARKS

1. U.S. REGISTERED TRADEMARKS

Trademark	Serial No.	Filing Date	Registration No.	Reg. Date	Owner
WILLIAMS CONTROLS	78/322,470	11/3/2003	2,966,507	7/12/2005	Williams Controls, Inc.

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None