2001

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TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

TRADEMARK ASSIGNMENT

Electronic Version v Stylesheet Version v			06/11/2010 900164434			
SUBMISSION TYPE:	-		NEW ASSIGNMENT			
NATURE OF CONVE	YANCE:	"	RELEASE BY SECURED PARTY			
CONVEYING PARTY	DATA				·	
Name			Formerly	Execution Date	Entity Typ	e
Heller Financial, Inc.				04/08/2005	CORPORATION: DE	LAWARE
RECEIVING PARTY D	DATA	. <u> </u>	· · · · · · · · · · · · · · · · · · ·			
Name:	LN Acquisiti	on Corp.	•]
Street Address:	767 Fifth Av	enue	· · · · · · · · · · · · · · · · · · ·			
Internal Address:	c/o The Jord	lan Com	apny, LLC, 48th Floor	1 100 100		<u>.</u>
City:	New York					
State/Country:	NEW YORK	·				
Postal Code:	10153	-				
Entity Type:	CORPORAT	ION: DE	LAWARE			
Name;	Orsco, Inc.	· ·]
Street Address:	7701 Forsyt	Blvd			<u></u>	
Internal Address:	Suit 600				<u> </u>	
City:	St. Louis					
State/Country:	MISSOURI				·	
Postal Code;	63105			<u> </u>		
Entity Type:	CORPORAT	ION:	DELAWARE	· · · · · · · · · · · · · · · · · · ·		
	·				<u>-</u>	
Name:	Lincoln Indu	strial Co	rporation			
Street Address:	One Lincoln					
City:	St. Louis			HPT.		
State/Country:	MISSOURI	_				
Postal Code;	63105	"-				
Entity Type:	CORPORAT	ION: DE	LAWARE			
PROPERTY NUMBER	S Total: 32					
Property Type	Nu	mber	<u> </u>	Word Mark		

TRADEMARK

REEL: 004228 FRAME: 0164

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TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

Registration Number:	231354	LUBRIGUN
Registration Number:	550725	CENTR O LUBER
Registration Number:	813936	LUB-UNIT
Registration Number:	1619412	LINCOLN
Registration Number:	2019910	SYNCHRO-TECH
Registration Number:	2290064	ORSCO INC
Registration Number:	335215	KLEENSEAL
Registration Number:	586506	MULTI-LUBER
Registration Number:	829060	PILEDRIVER
Registration Number:	1624482	THE BRAND THE PROS DEMAND
Registration Number.	1999458	BEARINGSAVER
Registration Number:	2316060	DUO-MATIC
Registration Number:	423437	LUBRO-VAN
Registration Number:	675950	POWER MASTER
Registration Number:	1036592	MODULAR LUBE
Registration Number:	1753143	SYSTEM SENTRY
Registration Number:	2364820	ZERK-LOCK
Registration Number:	2503441	POWER LUBER
Registration Number:	530764	KLEENSEAL
Registration Number.	765830	POWER-MASTER
Registration Number:	1100027	VOLUME-MASTER
Registration Number:	1812705	DISPENSE PAK
Registration Number:	2364821	QUICKLING
Registration Number:	2440537	AIR BRAKE
Registration Number:	515855	LUBRIGUN
Registration Number:	741650	CONCEPTS
Registration Number:	1262823	QUICKLUB
Registration Number.	1869037	AIR BRAKE
Registration Number:	2197824	AIRCARE
Registration Number:	374177	
Registration Number:	1905317	DUAL CONVERTER
Registration Number:	1842696	SILVERLINE

CORRESPONDENCE DATA

Fax Number: (202)420-2201

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TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. parsonse@dicksteinshapiro.com Correspondent Name: Dickstein Shapiro LLP Address Line 1: 1825 Eye Street, NW Washington, DISTRICT OF COLUMBIA 20006 Address Line 4: ATTORNEY DOCKET NUMBER: F8800.2209 NAME OF SUBMITTER: Elizabeth Parsons Signature: ÆP/ Date: 08/11/2010 Total Attachments: 11 source=Heller PO Letter#page1.tif source=Heller PO Letter#page2.tlf source=Heller PO Letter#page3.tif source=Heller PO Letter#page4.tif source=Heller PO Letter#page5.tif source=Heller PO Letter#page6.tif source=Heller PO Letter#page7.tif source=Heller PO Letter#page8.tif source=Heller PO Letter#page9.tif source=Heller PO Letter#page10.tif source=Heller PO Letter#page11.tif

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2004

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET. NW

April 💃 , 2005

Lincoln Acquisition Corp. c/o The Jordan Company, LLC 767 Fifth Avenue 48th Floor New York, New York 10153 Attention: Jonathan F. Boucher

General Electric Capital Corporation 500 West Monroe Street Chicago, Illinois 60661 Attention: Middle Market Account Manager

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of December 21, 2001 (as amended, the "Credit Agreement"), among LN Acquisition Corp., a Delaware corporation ("LN Acquisistion"), Lincoln Industrial Corporation, a Delaware corporation ("Lincoln Industrial") and Orsco, Inc. ("Orsco") (LN Acquisition, Lincoln Industrial and Orsco are collectively the "Borrowers" and each individually is a "Borrower"), the other Credit Parties signatory thereto, Heller Financial, Inc., a Delaware corporation, for itself, as Lender, and as Agent for Lenders (in such capacity, "Agent"), and the other Lenders signatory thereto from time to time, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrowers expect to obtain refinancing (the "Refinancing") from General Electric Capital Corporation ("New Lender") for the purpose of, among other things, repaying in full all obligations and habilities of the Borrowers to Lenders and Agent under or in respect of the Credit Agreement. undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt today of (i) a federal funds wire transfer in the amount of \$11,950,955.93 (the "Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents, and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrowers, each other Credit Party and the New Lender (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to deliver within two (2) Business Days after the Payoff Effective Time to New

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TO:DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

> Lender (which the Borrowers hereby consent to) the original stock certificates and other instruments in Agent's possession and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests in all of the assets and property of the Borrowers and the Credit Parties (the "Property").

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrowers or the Credit Parties under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be automatically forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents shall be deemed terminated and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by New Lender or the Borrowers as may be necessary to release its security interests in the Property. The Borrowers agree to indemnify and to pay Agent for all outof-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledge that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrowers as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrowers hereby confirm that the commitments of Lenders and Agent to make Loans or incur Letter of Credit Obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Obligations on behalf of, the Borrowers or to renew, extend or amend any existing Letter of Credit Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrowers and the other Credit Parties to Lenders and Agent under or in respect of the Credit Documents insofar as. such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms. Upon the Payoff Effective Time, the Agent authorizes the Borrowers and New Lender to file any termination statements and releases necessary to evidence the release of the Agent's liens.

The Payoff Amount referred to above, should be sent by federal funds wire transfer as follows: (a) \$11,933,455.93 to Bankers Trust, New York, New York, Account No. 50269200, ABA No. 021-001-033, Account Name: Depository, Reference: Lincoln Industrial, HLR1072, no later than 12:00 p.m. (Central time) today; and (b) \$17,500.00 to Bank of America, N.A., 101 S. Marengo Avenue, 3rd Floor, Pasadena, California 91101, Account No. 14599-04796, ABA No. 121000358, Swift Code No. BOFAUS6S, Account Name: Paul, Hastings, Janofsky & Walker LIP, no later than 12:00 p.m. (Central time) today.

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TO:DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

> In addition, the Borrowers and the other Credit Parties agree that, upon the Payoff Effective Time, such Credit Parties release the Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the such Credit Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents.

> The Payoff Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by Agent and credited to the Borrower's account with Agent are good collected funds. In consideration of Agent and Lenders' release of the Liens and security interests in and to any Property, the New Lender hereto agrees to reimburse Agent for all losses and liabilities which Agent may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check together with any expenses or other charges incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Agent promptly by New Lender upon Agent's demand therefor, and the amount of such demand shall be conclusive upon New Lender in the absence of manifest error. All claims hereunder must be made within sixty (60) days of the Payoff Rffective Time. If New Lender is required to reimburse Agent pursuant to its obligations under the immediately preceding sentence, the Borrower agrees that the amount of any such payment shall constitute a loan made by New Lender to the Borrower under that certain Credit Agreement dated as of April 2, 2005 among the Borrowers, the other Credit Parties named therein, New Lender and the other agents and lenders named therein.

> This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Delivery of an executed counterpart of this agreement by telefacsimile or by e-mail transmission of an adobe file format document (also known as a PDF) shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or as a PDF also shall deliver an original executed counterpart of this Agreement but the failure to do so shall not affect the validity, enforceability and binding effect of this Agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

> > If you need additional information, please do not hesitate to contact us.

SIGNATURE PAGES TO FOLLOW

TO:DICKSTEIN SHAPIRO LLP

COMPANY: 1825 EYE STREET, NW

HELLER FINANCIAL, INC., as Agent and

ACCEPTED and AGREED:

LN ACQUISITION CORP., as a Bonower

LINCOLN INDUSTRIAL CORPORATION. 24 2 Bonower

Name: Title:

Name: Title:

Name: Title:

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TO:DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

> Received 04/07/2005 12:11PM in 08:18 on line [3] for 0F0097:17 * Pg 9/9 Apr-07-05 12:20pm From THE JORDAN COMPANY LP T-458

> > Very truly yours,

HELLER FINANCIAL, INC., as Agent and Lender

By: Name:

he Duly Authorized Signatory

ACCEPTED and AGREED:

-44 a Borrower

Name:

Tide:

LINCOLN INDUSTRIAL CORPORATION.

as a Hostower

Name:

Tide:

ORSCO, INC., 23 a Borrower

Name:

Title:

GENERAL ELECTRIC CAPITAL

By: Name:

Title:

PAYOFF LEITER

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TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

Very truly yours,

HELLER FINANCIAL, INC., as Agent and Lender

By:_ Name:

Ita: Duly Authorized Signatory

ACCEPTED and AGREED:

LN ACQUISITION CORP., as a Borrower

By:_ Name: Title:

LINCOLN INDUSTRIAL CORPORATION,

as a Borrower

By:_ Name: Title:

ORSCO, INC., as a Borrower

By: Name: Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as New Lender

PAYOFF LETTER

2010

USPTO

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TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

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JC JANCING STATEMENT AMENDMENT	•		
DLLL MSTRUCTIONS (front and back) CAREFULLY			
NAME & PHONE OF CONTACT AT FREE (options): Heather Skinner (404) 815-2231			1
I. SEND ACKNOWLEDCMENT TO: (Name and Address)		•	
	-		
Paul, Hastings, Janofsky & Walker LLP 600 Peachtree Street, N.E. Suite 2400	· ·		
Atlanta, Georgia 30308	•		• • • •
<u></u>	-1		
A BATTAL FRANCOIG STATEMENT FILE #	THE ABOV	E SPACE IS FOR FILING OFFICE OF	ISE ONLY TEJREKT AMBRICHMENT IN IC ON
1175373 4 filed 12/21/01 with the Delaware Secret	•	Ged [for record] (or re RECORDS.	corded) in the REAL ESTATE
TERMINATION: Effectiveness of the Financing Statement Identification			
 CONTINUATION: Executivaness of the Financing Statement iden continued for the additional period provided by applicable law. 	diled above with respect to security intere	n(s) of the Sucured Party authorizing	This Continuation Statement is
ASSIGNMENT (full or partial): Give name of applicage in flore?	or 7b and eddress of easignee in item 7c	and also give name of strigues in W	em 9.
AMENDMENT (PARTY INFORMATION): This Amendment affects	Debtor or Secured Party of record.	Check only <u>one</u> of these two boxes.	· · · · · · · · · · · · · · · · · · ·
Also check <u>one</u> of the following times bases <u>and</u> provide appropriate t			
CHANGE name and/or address:	DELETE name: Give re be deleted in Rem 6a or		rplete (tem 7e or 7b, and slep Kem c hema 7e-7g (7 applicable).
L CURRENT RECORD INFORMATION:			
B PRISANIZATION'S NAME			
AR DE MONIDUAL'S LAST NAME	FIRST NAME	NUXX E NAME	REFER
. CHANGED (NEW) OR ADDED INFORMATION:		1)
7a. ORGANIZATIONS NAME			
DR. (%), SHONIDUAL'S LAST NAME	FIRST NAME	NIEDZE KALLE	BUFFEE
- MALINE ADDRESS	GTY	STATE POSTAC CODE	COUMIRY
L SEE PRETRIKTIONS WOO'L NEO'RE PA. TYPE OF ORGANIZATION	71. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL LO.S. # ego	
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NAME of SECURED PARTY OF RECORD AUTHORIZING THIS A	MENDMENT (name of assignor, if this is a	n Assignment). If this is an Amendo	pent authorized by a Debtor which
this colleteral of edgle the authorizing Debtor, or if this is a Termination of the ORGANIZATION'S NAME	uthorized by a Debtor, check here an	d enter name of DESTOR authorizin	g this Amendment
Heller Financial, Inc., as Agent	ST NAME		- 101,000
	ar rest.	MICOLE NAME	SUFFIX
2. OF NONAL FILER REFERENCE DATA Debtor: Lincoln German Acquisition Corporation			
versus. Emedia German Acquisition Corporation	1		

VATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCCS) (REV.08/22/02)

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TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

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C FINANCING STATEMENT AMENDA	NENT	·	
LOW INSTRUCTIONS (front and back) CAREFULLY MAME & PHONE OF CONTACT AT FEER (optional)	· · · · · · · · · · · · · · · · · · ·		\mathcal{O}
Heather Skinner (404) 815-2231			
SEND ACKNOWLEDGMENT TO: (Name and Address)			
Paul, Hastings, Janofsky & Walker L.	I.P		
600 Penchtree Street, N.E.	_		
Suite 2400 Atlanta, Georgia 30308			
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	<u> </u>	THE ABOVE SPACE IS FOR FILING OFFI	
nitial financing statement file # 1176346 0 filed 12/21/01 with the Dolware Se	cretary of State		STATEMENT AMENDMENT is to be recorded) in the REAL ESTATE
7 TERMINATION: Effectiveness of the Financing Statemer Statement	it identified about a switched with	respect to examily interest(s) of the Secured P	any authorizing this Termination
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ASSIGNMENT (full or partital): Give name of assignee in	Rem 7a or 7b and address of easign	nee in hem 7c; and elso give mone of assignor	is hem 9.
MENDMENT (PARTY INFORMATION): This Amendment is	ffects Debtor or Secured Pr	ety of record. Check only <u>one</u> of these two box	***************************************
iao check <u>sana</u> of the following these booms <u>and</u> provide appro —	•		
CHANGE name and/or exidenses:		name: Give record name to ADD name: I in tiem 6e or 5b.	Complete item 7a or 7b, and also item plete items 7e-7g (if applicable).
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Heather Sidnner (404) 815-2231 3. SEND ACKNOWLEDGMENT TO: (Name and Address)			
1. SEND ACKNOWLEDGMENT TO: (Marie and Address)	· _		
Paul, Hastings, Janofsky & Walker LLP	1]		
600 Peachtree Street, N.E.	· į		
Suite 2400 Atlanta, Georgia 30308	. [
S. WITTAL FINANCING STATEMENT FILE #	THE ABOVE S	PACE IS FOR FILING OFFI TO. THE FINANCING	CE LISE ONLY STATEMENT AMENDMENT IS to be
1175905 4 filed 12/20/01 with the Delaware Secre	tary of State		n recorded) in the REAL ESTATE
TERMINATION: Effectiveness of the Financing Statement Identify Statement.	idacione di baques distributed el evoda ball	y interest(s) of the Secured (Party authorizing this Termination
CONTINUATION: Effectiveness of the Financing Statement ide	ntified above with respect to security interest(s)	of the Secured Party author	staing this Continuation Statement is
continued for the additional period provided by applicable law. ASSIGNMENT (full or partial): Give name of assignee in item 7.	er. The unit pricings of equipments them To serve	t plans extens reserves out mentioning	In Second
AMENDMENT (PARTY INFORMATION): This Amendment affects			
Also check gas of the following three boxes and provide appropriate		-	
CHANGE name and/or address:	DELETE name: Give recon be disipled in Rom Se or Sb.	name to ADD memer.	Complete item 7a or 7b, and slac item whole items 7e-7g (il applicable).
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R B ATHORNE'S LAST NAME	FROT NAME	MIDDLE NAME	SUPFIX
CHANGED (NEW), OR ADDED INFORMATION:			 ,
78. ORGANIZATIONS NAME		,	-
75, INDIVIDUAL/SLAST NAME	FIRETNAME	MERSE NAME	SUFFIX
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ids collaboration addetities sufrorizing Debtor, or if this is a Termination (i.e. Observatinger's seek			
Heller Fibancial, Inc., as Agent			
NAME OF AST NAME	FRET NAME	MEXILE NAME	SUFFIX
). OPTONAL FILER REFERENCE DATA Debtor: LN Acquisition Corp.			
			
ATIONAL UCC FRANCING STATEMENT AMENDMENT (FORM UC	C5) (REV.05/22/02)		
•	•	•	
72 ORGANIZATIONS NAME			
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TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

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ATTIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCCS) (REV.05/22/02)

RECORDED: 06/11/2010