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
WELLS FARGO BANK, NATIONAL			
ASSOCIATION, as successor by			
merger to Wachovia Bank, National		07/01/2010	national banking association:
Association, as Administrative			
Agent			

RECEIVING PARTY DATA

Name:	BROOKS EQUIPMENT COMPANY, INC.	
Street Address:	10926 David Taylor Drive, Suite 300	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28262	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2544328	POWER RITE
Registration Number:	1413770	BECO

CORRESPONDENCE DATA

Fax Number: (213)680-6499

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

Email: kimberli.walker@bingham.com

Correspondent Name: Kim Walker

Address Line 1: 355 South Grand Avenue, Suite 4400 Los Angeles, CALIFORNIA 90071 Address Line 4:

ATTORNEY DOCKET NUMBER: 0000350314 NAME OF SUBMITTER: Kimberli Walker

> **TRADEMARK** REEL: 004242 FRAME: 0317

900166957

Signature:	/Kim Walker/
Date:	07/14/2010
Total Attachments: 3 source=Trademark (JPMorgan)#page1.tif source=Trademark (JPMorgan)#page2.tif source=Trademark (JPMorgan)#page3.tif	

TRADEMARK
REEL: 004242 FRAME: 0318

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of July 1, 2010 by WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor by merger to Wachovia Bank, National Association (the "Administrative Agent"), by assignment from JPMorgan Chase Bank, as administrative & collateral agent ("JPMorgan") with a place of business at 301 Tryon Street, 28th Floor, Charlotte, North Carolina 28288, in connection with the grant of security interests in certain trademarks by BROOKS EQUIPMENT COMPANY, INC., a Delaware corporation (f.k.a. BECO Acquisition Company, Inc.) (the "Assignor"), in favor of the Administrative Agent.

WITNESSETH:

WHEREAS, the Assignor entered into an agreement with JPMorgan which was recorded in the Trademark Division of the United States Patent and Trademark Office on December 19, 2002 at Reel 2643, Frame 0637 for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of the Assignor to JPMorgan; JPMorgan then assigned its interest in such collateral to Administrative Agent which such assignment of grant of security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on October 29, 2004 at Reel 2966, Frame 0787;

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral (as defined below);

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

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>", as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature as of the date hereof in the Assignor's trademarks and trademark license agreements (including, without limitation, those items listed on <u>Schedule A</u> hereto, (each, a "<u>Trademark</u>")), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark.
- 2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral, together with all products and proceeds thereof, including without limitation, any claims by Assignor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, without representation, warranty or recourse of any kind or nature (together with the Trademark Collateral, the "Trademark Rights").
- 3. <u>Reassignment</u>. The Administrative Agent hereby reassigns, grants and conveys to Assignor, without any representation, recourse or undertaking by the Administrative Agent, all of the Administrative Agent's right, title and interest in and to the Trademark Collateral and the Trademark Rights.

1

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

WELLS FARGO BANK, NATIONAL

ASSOCIATION, as successor by merger to Wachovia Bank, National Association, as

Administrative Agent

Robert C. Beggs, Senior

S-1 Termination and Release of Security Interest in Trademark Rights

TRADEMARK

REEL: 004242 FRAME: 0320

SCHEDULE A

Trademark	Registration No. / Date
POWER RITE	2544328 .
	3/5/02
BECO	1413770
	10/14/86

Schedule A

A/73423825.2

RECORDED: 07/14/2010

TRADEMARK
REEL: 004242 FRAME: 0321