

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		01/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Zero Manufacturing, Inc.		
Street Address:	500 West 200 North		
City:	North Salt Lake		
State/Country:	UTAH		
Postal Code:	84054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0670062	ZERO	
Registration Number:	0775618	ZERO-TRAK	
Registration Number:	1032120	ZERO CENTURION	
Registration Number:	2182340	ZERO	
Serial Number:	78364003	ZERO INDUSTRIAL	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G St NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

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ATTORNEY DOCKET NUMBER:	F131718
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	02/01/2011
Total Attachments: 4 source=Zero Manufacturing - Trademark Second Lien Release#page2.tif source=Zero Manufacturing - Trademark Second Lien Release#page3.tif source=Zero Manufacturing - Trademark Second Lien Release#page4.tif source=Zero Manufacturing - Trademark Second Lien Release#page5.tif	

RELEASE OF
SECOND LIEN TRADEMARK SECURITY INTEREST

WHEREAS, Zero Manufacturing, Inc., a Delaware corporation (hereinafter "Assignor"), is the owner of the Collateral (as defined below), including without limitation the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto (hereinafter the "Trademarks"), some of which are on file with the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement dated June 23, 2008 (hereinafter the "Security Agreement") Assignor granted to Ableco Finance LLC as Collateral Agent (hereinafter "Assignee") a security interest in certain collateral to secure Assignor's payment and performance obligations to Assignee (hereinafter the "Obligation");

WHEREAS, pursuant to the Security Agreement, Assignor granted to Assignee a Second Lien Grant of a Security Interest – Trademarks dated June 23, 2008 (hereinafter the "Agreement") whereby Assignor granted to Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in the Collateral (as defined in the Agreement);

WHEREAS, the Agreement was recorded in the records at the United States Patent and Trademark Office on June 27, 2008 at reel/frame number 3805/0171; and

WHEREAS, Assignor has satisfied the Obligation.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee does hereby acknowledge that Assignor has satisfied the Obligation and Assignee, as Collateral Agent for itself and the Secured Parties, hereby unconditionally, irrevocably and absolutely releases, cancels, relinquishes and discharges all right,

EXECUTION COPY

title, and interest it has in, to and under the Collateral, and hereby unconditionally, irrevocably and absolutely assigns, transfers and conveys all such right, title and interest to Assignor together, in each case, with the goodwill of the business symbolized by the Trademarks, including the trademark registrations and applications, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof. This Release of Second Lien Trademark Security Interest shall be binding upon Assignor's legal representatives, assigns and successors. Assignee hereby authorizes Assignor to make such filings with the United States Patent and Trademark Office as may be reasonably determined by Assignor to be required to record and evidence the release and termination of Assignee's security interests in the Collateral evidenced hereby.

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IN WITNESS WHEREOF, Assignee has caused this Release of Second Lien Trademark Security Interest to be duly executed by its officer thereunto duly authorized as of the 28th day of January, 2011.

ABLECO FINANCE LLC, as Collateral Agent

By:  _____

Name: KEVIN GENDA

Title: Vice Chairman

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION/(SERIAL NUMBER)</u>
ZERO	670,062
ZERO-TRAK	775,618
ZERO CENTURION	1,032,120
ZERO	2,182,340
ZERO INDUSTRIAL	(78/364,003)