

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF PATENTS, TRADEMARKS AND LICENSE MORTGAGE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLEET NATIONAL BANK		07/26/2004	Bank:

RECEIVING PARTY DATA

Name:	Hopkins Manufacturing Corporation
Street Address:	428 Peyton Street
Internal Address:	P O Box 1157
City:	Emporia
State/Country:	KANSAS
Postal Code:	66801
Entity Type:	CORPORATION: KANSAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2078132	DRINK-N-GO
Registration Number:	2007195	PANIC MASTER
Registration Number:	1772916	SPILLMASTER
Registration Number:	1873298	STORAGEMASTER
Registration Number:	1931575	STRAP-EZE
Registration Number:	2002592	THE CELLULAR RECEPTION-IST
Serial Number:	75085327	ROTOCLIP

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-4559
 Email: vindra.richter@weil.com
 Correspondent Name: Vindra Richter c/o Weil et al

900197086

**TRADEMARK
 REEL: 004583 FRAME: 0290**

CH \$190.00 2078132

Address Line 1: 767 Fifth Ave.
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 66414.0003/VIGNEUX/REL/VR

NAME OF SUBMITTER: Vindra Richter

Signature: /vindra richter/

Date: 07/14/2011

Total Attachments: 10
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TERMINATION AND RELEASE OF PATENT, TRADEMARK AND LICENSE MORTGAGE

This TERMINATION AND RELEASE dated as of July 24, 2004, from FLEET NATIONAL BANK, as Agent, (the "Mortgagee") to HOPKINS MANUFACTURING CORPORATION, a Kansas corporation, with its chief executive office and principal place of business at 428 Peyton Street, P.O. Box 1157, Emporia, Kansas 66801 (the "Mortgagor").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 11, 1997, (the "Security Agreement") the Mortgagor and Fleet Capital Corporation, a Rhode Island Corporation ("Fleet"), as Agent and a Lender, executed a Patent, Trademark and License Mortgage dated as of February 11, 1997, and recorded in the United States Patent and Trademark Office at Trademark Reel 1537 Frame 0041 and Patent Reel 008261 Frame 0924, and any amendments thereto, including the additions recorded at Trademark Reel 1639 Frame 0019; Trademark Reel 2027 Frame 0013; Trademark Reel 2263 Frame 0500; Trademark Reel 2780 Frame 0879; Patent Reel 008723 Frame 0680; Patent Reel 009360 Frame 0200; Patent Reel 010364 Frame 0396; Patent Reel 010547 Frame 0213; and the additions recorded on January 16, 2004, at a Patent Reel and Frame location not yet assigned (the "Mortgage");

WHEREAS, pursuant to the Mortgage, Mortgagor granted, bargained, assigned, mortgaged, created a security interest in, pledged, transferred and conveyed to Fleet by way of a mortgage and security interest, all of Mortgagor's right, title and interest in and to all of its Patents, Trademarks, Licenses (as each are defined in the Mortgage) and goodwill of Mortgagor's business connected with and symbolized by the Trademarks, including without limitation, those patents, patent applications, trademark registrations and applications for trademark registrations listed on the Schedule attached hereto;

WHEREAS, pursuant to that Agency Resignation and Appointment dated as of August 1, 2003, and recorded at Trademark Reel 2816 Frame 0440 and Patent Reel 014409 Frame 0673, the Security Agreement was amended and Mortgagee replaced Fleet as Agent under the Security Agreement;

WHEREAS, the Mortgagee, as Agent, now desires to terminate and release the entirety of its security interest in and reassign all of its rights, title and interest in and to the Patents, Trademarks, Licenses and goodwill;

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

- 1. Release of Mortgage. The Mortgagee hereby terminates, releases and discharges its security interest in and any and all claims against the Patents, Trademarks, Licenses and

PATENT
REEL: 015612 FRAME: 0919
TRADEMARK
REEL: 004583 FRAME: 0292

goodwill of Mortgagor's business connected with and symbolized by the Trademarks, and grants, assigns, transfers and conveys to Mortgagor all of its right, title and interest in and to the Patents, Trademarks, Licenses and goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

2. Further Assurances. The Mortgagee hereby confirms that there is currently no Event of Default and 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 contemplated hereby.

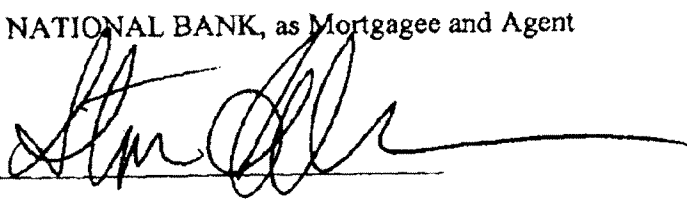
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK, as Mortgagee and Agent

By: _____

Name:

Title:



STEPHEN E. O'SULLIVAN
President

SCHEDULE A: PATENTS

	Country	Patent Title	Patent/ Publication Number	Grant/ Publication Date	<u>Security Interest(s)</u>
1.	United States	Ice scraper	D392784	03/24/1998	<u>Security Interest</u> Fleet Capital Corporation Recorded: 11/08/1999 Reel/Frame: 010364/0396 <u>Security Agreement</u> Antares Capital Corporation, As Agent Recorded: 08/11/2004 Reel/Frame: 015661/0199
2.	United States	Towed vehicle braking system	6126246	10/03/2000	<u>Security Interest</u> Fleet Capital Corporation Recorded: 01/20/2004 Reel/Frame: 014871/0923 <u>Security Agreement</u> Antares Capital Corporation, As Agent Recorded: 08/11/2004 Reel/Frame: 015661/0199

3.	United States	Brake pedal fastener	6634466	10/21/2003	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 01/20/2004</u> <u>Reel/Frame: 014871/0923</u>
					<u>Security Agreement</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 015661/0199</u>
4.	United States	Auxiliary braking unit	D477553	07/22/2003	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 01/20/2004</u> <u>Reel/Frame: 014871/0923</u>
					<u>Security Agreement</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 015661/0199</u>
5.	United States	Auxiliary braking device handle	D490349	05/25/2004	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 01/20/2004</u> <u>Reel/Frame: 014871/0923</u>
					<u>Security Agreement</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 015661/0199</u>

6.	United States	Brake pedal interconnection unit	D498190	11/09/2004	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 01/20/2004</u> <u>Reel/Frame: 014871/0923</u>
					<u>Security Agreement</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 015661/0199</u>
7.	United States	Lockable brake pedal fastener	6918466	07/19/2005	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 01/20/2004</u> <u>Reel/Frame: 014871/0923</u>
					<u>Patent, Trademark & License Mortgage</u> <u>Fleet Capital Corporation</u> <u>Recorded: 02/18/1997</u> <u>Reel/Frame: 008261/0924</u>
8.	United States	Vehicle headlight aiming apparatus EXPIRED 1/16/2000	5485265	01/16/1996	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 008723/0680</u>
					<u>Security Agreement</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 015661/0199</u>
9.	United States	Universal cup holder for use in vehicles	5149032	09/22/1992	

10.	United States	Universal cup holder for use in vehicles	D331175	11/24/1992	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 008723/0680</u>
11.	United States	Fastener for securing a structural component to a carpet pad EXPIRED 9/5/1999	5447401	09/05/1995	<u>Security Agreement</u> <u>Antares Capital Corporation. As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 015661/0199</u>
12.	United States	Cup holder for use in vehicles EXPIRED 11/12/2008	5573214	11/12/1996	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 008723/0680</u>
13.	United States	Key holder	D374765	10/22/1996	<u>Security Agreement</u> <u>Antares Capital Corporation. As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 015661/0199</u>

SCHEDULE B: TRADEMARKS

	Country	Trademark	Registration/ Application Number	Registration/ Application Date	Security Interest(s)
1.	United States	DRINK-N-GO	2078132	07/08/1997	<u>Security Interest</u> Fleet Capital Corporation Recorded: 09/18/1997 Reel/Frame: 1639/0119
					<u>Security Interest</u> Antares Capital Corporation, As Agent Recorded: 08/11/2004 Reel/Frame: 3024/0771
2.	United States	PANIC MASTER CANCELLED 7/14/2007	2007195	10/08/1996	<u>Security Interest</u> Fleet Capital Corporation Recorded: 09/18/1997 Reel/Frame: 1639/0119
					<u>Security Interest</u> Antares Capital Corporation, As Agent Recorded: 08/11/2004 Reel/Frame: 3024/0771

Country	Trademark	Registration/ Application Number	Registration/ Application Date	Security Interest(s)
3. United States	SPILLMASTER	1772916	05/25/1993	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 1639/0119</u> <u>Security Interest</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 3024/0771</u>
4. United States	STORAGEMASTER	1873298	01/10/1995	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 1639/0119</u> <u>Security Interest</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 3024/0771</u>
5. United States	STRAP-EZE CANCELLED 8/3/2002	1931575	10/31/1995	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 1639/0119</u>

Country	Trademark	Registration/ Application Number	Registration/ Application Date	Security Interest(s)
6. United States	THE CELLULAR RECEPTION-IST CANCELLED 6/30/2007	2002592	09/24/1996	<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 1639/0119</u>
7. United States	ROTOCLIP ABANDONED 4/30/1998	75/085327	04/08/1996	<u>Security Interest</u> <u>Antares Capital Corporation, As Agent</u> <u>Recorded: 08/11/2004</u> <u>Reel/Frame: 3024/0771</u>
				<u>Security Interest</u> <u>Fleet Capital Corporation</u> <u>Recorded: 09/18/1997</u> <u>Reel/Frame: 1639/0119</u>