

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet Capital Corporation		07/06/2004	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Simplicity Manufacturing, Inc.		
Street Address:	500 North Spring Street		
City:	Port Washington		
State/Country:	WISCONSIN		
Postal Code:	53704		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1023639	SIMPLICITY	
Registration Number:	1590774	SIMPLICITY	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-271-2400		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Christopher M. King		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	016831-1463		
NAME OF SUBMITTER:	Christopher M. King		
SIGNATURE:	/Christopher M. King/		
DATE SIGNED:	09/10/2020		
Total Attachments: 4			
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20800 Swenson Drive, Suite 350
P.O. Box 1641
Waukesha, WI 53187-1641

July 6, 2004

Simplicity Manufacturing, Inc.
500 North Spring Street
Port Washington, WI 53704

Re: Simplicity Manufacturing, Inc., Ferris Industries, Inc., Giant-Vac, Inc. and
Snapper Products, Inc. (hereinafter collectively referred to as "Borrowers")

Gentlemen:

The undersigned, Fleet Capital Corporation, as Agent (the "Agent") for itself and certain Lenders (the "Lenders") under a certain Second Amended and Restated Loan and Security Agreement dated as of November 27, 2002 by and among Borrowers, Agent and Lenders (said Second Amended and Restated Loan and Security Agreement, as amended from time to time, the "Loan Agreement"), has been informed by Borrowers that Borrowers will pay or cause to be paid in full all liabilities, obligations and indebtedness owing by Borrowers to Agent and Lenders under the Loan Agreement. If paid by 2:00 P.M. (Chicago time) on July 6, 2004, the amount necessary to pay all of the liabilities, obligations and indebtedness owing by Borrowers to the Agent and Lenders under the Loan Agreement is comprised of in respect of principal and in respect of accrued interest, fees and expenses (collectively, the "Payoff Amount"). Such liabilities, obligations, and indebtedness would be increased by for each day after July 6, 2004 until the Payoff Amount is paid in full (the "Per Diem Amount"). In addition to the foregoing, Borrowers would need to (x) provide replacements for the letters of credit listed on Exhibit A hereto (the "L/Cs") and return the originals of the L/Cs to the undersigned, (y) provide Agent with back to back letters of credit issued by a bank and in form and substance acceptable to Agent with a face amount equal to 105% of the undrawn face amount of said L/Cs or (z) provide Agent with cash collateral in the amount equal to 105% of the undrawn face amount of the L/Cs.

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www.fleetcapital.com

July 1, 2004

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This letter will confirm that, upon (i) the execution by Borrowers of the attached Indemnity and Release Agreement and delivery thereto to Agent, (ii) the delivery to Agent of the original L/Cs, back to back letters of credit or cash collateral, as applicable (which back to back letters of credit or cash collateral would be returned to Borrowers upon delivery to Agent of the original L/Cs) and (iii) payment by wire transfer of the Payoff Amount, plus the Per Diem Amount, if any, to the following account:

Fleet National Bank
777 Main Street
Hartford, CT 06115
ABA #011900571
Account Name: Fleet Capital Corporation
Acct. #9369337536
Reference: Fleet Capital Corporation and
Simplicity Manufacturing, Inc.

all liens and security interests of any kind of Agent, for the benefit of itself and Lenders, on and in any and all of the property of Borrowers and their subsidiaries, shall be deemed to be released and terminated.

The undersigned will deliver to Borrowers, immediately after receipt of the Payoff Amount, the L/Cs, back to back letters of credit or cash collateral, as applicable, and the aforesaid Indemnity and Release Agreement, executed termination statements, mortgage releases and other releases pertaining to any liens and security interests of Agent, for the benefit of itself and Lenders, on and in any of the property of Borrowers and of their subsidiaries. The undersigned further agrees to deliver to Borrowers, upon payment of the Payoff Amount and receipt of the L/Cs, back to back letters of credit or cash collateral, as applicable, and the aforesaid Indemnity and Release Agreement, such other termination statements, releases and other agreements, in form and substance satisfactory to Borrowers, as Borrowers may reasonably request in connection with the above described release and termination of liens and security interests of Agent, for the benefit of itself and Lenders, on and in any of the property of Borrowers and of their subsidiaries.

Sincerely,

FLEET CAPITAL CORPORATION, as
Agent

By: Edward M. Bratkowski
Name: Edward M. Bratkowski
Title: SENIOR VICE PRESIDENT

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EXHIBIT A

LCs

Prod Type	Beneficiary	Instr Num	Liab Amt (USD)	Expiry Date
SLC	ISHIKAWAJIMA-SHIBAURA MACHINER	<u>3013613</u>		2/11/2005
SLC	SENTRY INSURANCE A MUTUAL COMP	<u>3012864</u>		6/1/2005

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INDEMNITY AND RELEASE AGREEMENT

Simplicity Manufacturing, Inc., Ferris Industries, Inc., Giant-Vac, Inc. and Snapper Products, Inc. ("Borrowers"), in consideration of the above agreements by Fleet Capital Corporation ("Agent"), as agent for itself and certain lenders ("Lenders"), does hereby release and discharge Agent and Lenders and their successors and assigns, from all claims, demands, accounts, actions, proceedings and sums of money that Borrowers at any time had or may have or that their successors and assigns can or may have against Agent and Lenders, by reason of any act, cause, matter or thing whatsoever up to and including the date of this release, and Borrowers further agree to indemnify Agent and Lenders from any losses arising from the failure on the part of Agent and Lenders to collect the full amount of customers' or other checks previously received by Agent and Lenders and credited to the account of Borrowers and for any service or other charges due to Agent and Lenders upon any loans heretofore made by Agent and Lenders to Borrowers.

IN WITNESS WHEREOF, Borrowers have caused this indemnity and release to be executed by one of its officers thereunto duly authorized this 6 day of July, 2004.

SIMPLICITY MANUFACTURING, INC.

FERRIS INDUSTRIES, INC.

By: Don S. Schoonenberg
Name: Don S. Schoonenberg
Title: Secretary

By: Don S. Schoonenberg
Name: Don S. Schoonenberg
Title: Secretary

GIANT VAC, INC.

SNAPPER PRODUCTS, INC.

By: Don S. Schoonenberg
Name: Don S. Schoonenberg
Title: Secretary

By: Don S. Schoonenberg
Name: Don S. Schoonenberg
Title: Secretary

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