Form PTO-1594

12-26-2000



HEET U.S. Department of Commerce Patent and Trademark Office

| 101561700 | |
|--|---|
| To: The Commissioner of Patents and Trademarks: 1792 | |
| 1. Name of conveying party(ies): HELLER FINANCIAL, INC. [] Individual(s) [] Association [] General Partnership [] Limited [X] Corporation-State: Delaware [] Partnership [] Other: Additional name(s) of conveying party(ies) attached? [] Yes [X] No 3. Nature of conveyance: [] Assignment [] Merger | 2. Name and address of receiving party(ies): Name: FORT WAYNE PLASTICS, INC. Internal Address: Street Address: 510 Sumpter Street City: Fort Wayne State: IN Zip: 46804 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State: Indiana [] Other |
| [] Security Agreement [] Change of Name [X] Other: Release of Security Interest | If assignee is not domiciled in the United States, a dome representative designation is attached: [] Yes [X] |
| Execution Date: November 1, 2000 | (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? [] Yes [X |
| 4. Application number(s) or registration number(s):A. Trademark Application No.(s) | B. Trademark Registration No.(s) |
| | SEE SCHEDULE A 17 678 |
| Additional numbers attached? [] Yes [X] No | Additional numbers attached? [X] Yes [] No |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and registrations involved:[8] |
| Name: William K. Baxter Godfrey & Kahn, S.C. Internal Address: Street Address: 780 North Water Street City: Milwaukee State: WI Zip: 53202 | 7. Total fee (37 CFR 3.41):\$215.00 [X] Enclosed [X] Authorized to be charged to deposit account for any deficiencies 8. Deposit account number: 07-1509 |
| | (Attach duplicate copy of this page if paying by deposit account) |
| DO NOT USE | THIS SPACE |
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| tatement and signature. | |
| T_{C}^{\prime} of the original document. | rmation is true and correct and any attached copy is a true |
| William K. Baxter Name of Person Signing | K. Barter 12/6/00 Signature Date |
| | pages including cover sheet, document, and attachments: |
| 81 40.00 0 87w473439_1.DOC 175.00 0 | |

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated December 12, 1997, by and between FORT WAYNE PLASTICS, INC. and HELLER FINANCIAL, INC.

| Reg. No. or Application No. | <u>Mark</u> | Country | Reg. or Filing Date |
|------------------------------|----------------------------------|---------|---------------------|
| 1,762,873 | The Premium Pool | U.S.A. | April 6, 1993 |
| 1,835,140 | Sterling Pools | U.S.A. | May 10, 1994 |
| 1,919,815 | Tile Tite | U.S.A. | September 19, 1995 |
| 1,870,997 | Don't Just Dream It. Live It. | U.S.A. | January 3, 1995 |
| 1,998,246 | Edgelight | U.S.A. | September 3, 1996 |
| 1,596,448 | Fort Wayne Pools | U.S.A. | May 15, 1990 |
| 1,552,901 | Reliance | U.S.A. | August 22, 1989 |
| 1,524,503 | The Elite Pool | U.S.A. | February 14, 1989 |

TRADEMARK
REEL: 002199 FRAME: 0468

RELEASE

| This Release granted on this | day of | | , 20 | 00, by |
|--|-------------------|--------------|---------------------|--------|
| HELLER FINANCIAL, INC. ("Lender | r") to Fort Wayne | Plastics, In | c., a corporation f | ormed |
| under the laws of Indiana, ("Plastics"), | as follows: | | - | |

WITNESSETH

WHEREAS, Plastics has heretofore granted to the Lender a Security Interest in certain U.S. trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses (the "Marks") more particularly set forth on Schedule I attached hereto to secure the Obligations of Plastics as defined in the Trademark Collateral Security Agreement between the parties dated December 12, 1997 (the "Trademark Security Agreement"); and

WHEREAS, the Lender wishes to release and restore all right, title and interest in and to the Marks to Plastics and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender hereby releases, discharges, quit claims and relinquishes unto Plastics any and all right, title and interest in and to the Marks, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses set forth on Schedule I hereto granted to the Lender by Plastics by the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

| Dated: | HELLER FINANCIAL, INC., as Lender |
|---|---|
| [SEAL] | By: Swape F Color Name: DWAYNE L COKER Title: VICE PRESIDENT |
| State of Illinois) | |
|) ss. County of Cook) | |
| On this 1st day of Morricles, to me kno that (s)he is a VP of Helle the foregoing instrument and that (s)he signed his na Financial, Inc. | 2000, before me personally appeared wn who, being by me duly sworn, did depose and say or Financial, Inc., described herein and which executed me thereto pursuant to the authority granted by Heller |
| OFFICIAL SEAL | Notary Public J. Cooney |
| NANCY J COONEY Notary Public - State of Elhois | My Commission Expires: May 1, 2114 |

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My Commission Expires May 1, 2004

TRADEMARK REEL: 002199 FRAME: 0469

SCHEDULE I TRADEMARK SECURITY AGREEMENT

Fort Wayne Plastics, Inc.

Reel/Frame: <u>1676 / 0019</u> Recordation: <u>01/12/1998</u>

U.S. TRADEMARKS

Mark Registration No.

Registration Date

"SEE ATTACHED SCHEDULE A"

U.S. TRADEMARK APPLICATIONS

Mark Application No.

Filing Date

None

TRADEMARK
RECORDED: 12/07/2000 REEL: 002199 FRAME: 0470