

09-24-2001

Form PTO-1504

1-31-92



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101852564

To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy hereof.

1. Name of conveying party(ies): 09/13/01
 LASALLE BANK NATIONAL ASSOCIATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Bank

Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
 Name: STROMBECKER CORPORATION
 Address: 600 North Pulaski Road
Chicago, Illinois 60624

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Illinois
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & addresses attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: September 10, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s).
2,149,767

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patrick Boisson
 Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
 Street Address: 866 United Nations Plaza
 City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:..... 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 (Only if total fee is not sufficient)

8. Deposit account number:
23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

09/21/2001 LMUELLER 00000217 2149767
 01 FC:481 40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrick Boisson Boisson 9/13/2001
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

FZLZ File No.: HEN USA TC-00/01107 RAB

OMB No. 0651-0011 (exp. 4/94)

TRADEMARK
REEL: 002371 FRAME: 0393

PARTIAL RELEASE

THIS **PARTIAL RELEASE** is made this 10th day of September, 2001 by **LASALLE BANK NATIONAL ASSOCIATION ("LaSalle")**.

WITNESSETH:

WHEREAS, LaSalle, as Agent, and **Strombecker Corporation** an Illinois corporation ("Borrower") are parties to a certain Credit Agreement dated as of June 30, 1999 as it may be amended, amended and restated or otherwise modified from time to time (the "Loan Agreement") pursuant to which LaSalle made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's Liabilities, as that term is defined in the Loan Agreement, Borrower has executed a certain Trademark Security Agreement (the "Trademark Agreement") dated as of June 30, 1999 pursuant to which Borrower granted a security interest in and to the trademarks of Borrower; and

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office on July 16, 1999 at Patent Reel 001917, Frames 0402 - 0409; and

WHEREAS, the Borrower has requested that LaSalle release its security interest in one, and only one, trademark under the Trademark Agreement to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. LaSalle hereby releases its security interest in Borrower's right, title and interest in and to that certain trademark, and only that certain trademark registered as "**SCOOTER**", **Registration No. 2,149,767, Registration Date 04/07/98**, including all of the goodwill of the business connected with the use of and symbolized by such trademark and registration. LaSalle intends to and shall retain its security interest in all other of Borrower's trademarks, whether now owned or existing and filed and hereafter acquired or arising and filed, including without limitation, all of the trademarks and applications listed on Attachment 1 attached to the Trademark Agreement and (a) all renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of Borrower's business connected with and symbolized by such trademarks.

IN WITNESS WHEREOF, LaSalle has caused this Partial Release to be duly executed by its duly authorized officer as of the day and year first above written.

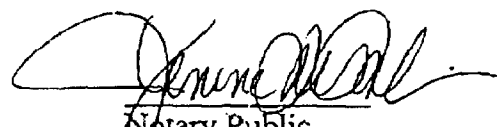
LASALLE BANK NATIONAL ASSOCIATION

By: Thomas D. Hirsch
Its: Vice President/Senior Attorney

ACKNOWLEDGMENT

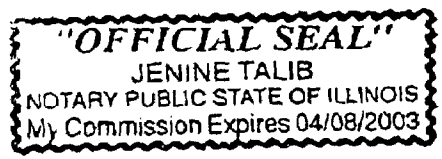
State of Illinois)
) SS
County of Cook)

On this 10th day of September, 2001 before me personally appeared **Thomas G. Hirsh**, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of LaSalle Bank National Association.



Notary Public
My Commission Expires:

4/8/2003



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