

6-10-03 RECOI TR

06-12-2003



Tab settings

102471323

To the Honorable Commissioner of Patents and

documents or copy thereof.

1. Name of conveying party(ies):

The Bank of Nova Scotia

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Canadian chartered bank

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Interest

Execution Date: May 30, 2003

2. Name and Address of receiving party(ies)

Name: Ameridrives International, L.P.

Internal

Address: Suite 1590

Street Address: 8730 Stony Point Parkway

City: Richmond State: VA Zip: 23235

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- Corporation-State: _____
- 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) & address(es) attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s) 529,539

<u>586,721</u>	586,723	802,185
<u>949,773</u>	1,000,720	1,352,456
<u>2,168,489</u>	2,205,410	2,667,819

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)..... \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

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

06/11/2003 BYRME 0000170 529539

01 FC:8321 40.00 OP
02 FC:8322 225.00 OP

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.

Alexander M. Kim

Name of Person Signing

Signature

June 6, 2003

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023

FINANCE SECTION
JUN 10 AM 9:08
RECORDS

May 30, 2003

Ameridrives International, L.P.
9211 Forest Hill Avenue, Suite 109
Richmond, VA 23235
Attention: Scott Faison

Release of Security Interest in
Collateral and Obligations

Ladies and Gentlemen:

Reference is made to the Amended and Restated Credit Agreement, dated as of July 1, 1997 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Credit Agreement"), among Ameridrives International, L.P., a Delaware limited partnership (the "Borrower"), certain financial institutions from time to time party thereto, as Lenders (the "Lenders") and The Bank of Nova Scotia, as the Administrative Agent (in such capacity, the "Administrative Agent"). Terms used and not otherwise defined herein shall have the meaning assigned to them in the Credit Agreement. As used herein, the terms "Collateral" and "Lender Parties" shall have the meaning assigned to them in the Loan Documents.

Pursuant to the terms of the various Loan Documents under which the Administrative Agent and the other Lender Parties were granted a Lien in the Collateral, The Bank of Nova Scotia in its capacity as Administrative Agent releases without representation or warranty all of the Collateral (including the Collateral listed on Schedule A hereto) from any and all Liens granted in favor of Lender Parties under Loan Documents. The Administrative Agent will deliver or return to the Borrower or its counsel any Collateral in the Administrative Agent's possession.

The Credit Agreement, the other Loan Documents and all other agreements executed and delivered in connection with the Credit Agreement are terminated and the Borrower, any guarantor and any other Obligor have no further liabilities or obligations thereunder, other than those liabilities and obligations which expressly survive the termination thereof.

The Borrower, each guarantor, each other Obligor and their counsel are authorized and directed, without further notice, to file all releases that are necessary to release all security interests and Liens which the Borrower, any guarantor or any other Obligor has granted to the Administrative Agent, the Lenders or any other Lender Party with respect to the Obligations (without the signature of the Administrative Agent, the Lenders or any other Lender Party, to the extent permitted by law).

17139547.3 97389530

TRADEMARK
REEL: 002750 FRAME: 0584

The Administrative Agent agrees that, at the sole cost and expense of the Borrower, it will execute and deliver such termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Administrative Agent, as the Borrower may reasonably request to further evidence and effect the release of the security interests and Liens granted to the undersigned pursuant to the Credit Agreement, the other Loan Documents or any other agreement executed and delivered in connection therewith; provided that all such statements, agreements and instruments shall be delivered without representation or warranty by the Administrative Agent.

THE BANK OF NOVA SCOTIA, as
Administrative Agent

By: 
Title: Todd Meller
Managing Director

Schedule A

17139547.3 97389530

TRADEMARK
REEL: 002750 FRAME: 0587

I. PATENTS

Owner	Country Grantor	Patent Title	Patent No.	Applic. No.	Filing Date	Issue Date
Ameridrives International L.P.	Canada	CLUTCH BRAKE APPARATUS	1,262,441	490193	9/6/1985	10/24/1989
Ameridrives International L.P.	Canada	CLUTCH BRAKE	1,293,699	563837	4/11/1988	12/31/1991
Ameridrives International L.P.	USA	CLUTCH BRAKE APPARATUS	4,633,986	06/648321	9/7/1984	1/6/1987
Ameridrives International L.P.	USA	TORQUE OVERLOAD RELEASE CLUTCH	4,702,359	825357	2/3/1986	10/27/1987
Ameridrives International L.P.	USA	FLEXIBLE DRIVE COUPLINGS WITH CONVOLUTED LINKS	4,768,992	920428	10/20/1986	9/6/1988
Ameridrives International L.P.	USA	CLUTCH/BRAKE	4,785,926	38867	4/15/1987	11/22/1988
Ameridrives International L.P.	USA	EXERCISE MACHINE AND TRANSMISSION THEREFOR	5,139,469	570030	8/2/1990	8/8/1992
Ameridrives International L.P.	USA	ONE-WAY CLUTCH WITH OVERRIDING MECHANICAL CLUTCH	5,158,164	759235	9/13/1991	10/27/1992

II. TRADEMARKS AND DOMAIN NAMES

Owner	Grantor Country	Trademark / Domain Name	Reg. No.	Applic. No.	Filing Date	Reg. Date
Ameridrives International L.P.	USA	AMERICAN	0529539	71578852	4/29/1949	8/22/1950
Ameridrives International L.P.	USA	AMERIGEAR	0586721	71638185	11/17/1952	3/9/1954
Ameridrives International L.P.	USA	AMERIGEAR FULLY CROWNED TOOTH	0586723	71638187	11/17/1952	3/9/1954
Ameridrives International L.P.	USA	AMERIDISC PLUS DESIGN	0802185	72219296	5/19/1965	1/18/1966
Ameridrives International L.P.	USA	CECON	0949773	72399025	8/2/1971	1/2/1973
Ameridrives International L.P.	USA	AMERIFLEX	1000720	72444883	1/2/1973	12/31/1974
Ameridrives International L.P.	USA	CEBMAG	1352456	73513313	12/13/1984	8/16/1985
Ameridrives International L.P.	USA	AMERIDRIVES	2168489	75204229	11/25/1996	6/23/1998
Ameridrives International L.P.	USA	AMERIGUARD	2205410	75351078	9/3/1997	5/13/1998
Ameridrives International L.P.	USA	MARLAND	2667819	76118280	8/28/2000	12/31/2002

Owner	Grantor Country	Trademark / Domain Name	Reg. No.	Applic. No.	Filing Date	Reg. Date
		allweiler.de				
		allweiler.com				
		americardan.com				
		americardan.us				
		ameridrives.cc				
		ameridrives.com				
		ameriflex.us				
		indclutch.biz				
		indclutch.com				
		indclutch.us				
		industrialclutch.biz				
		industrialclutch.cc				
		industrialclutch.info				
		industrialclutch.net				
		industrial-clutch.net				
		industrialclutch.org				
		industrial-clutch.org				

III. TRADE NAMES

Owner	Trade Name
Ameridrives International L.P.	AMERIDRIVES
Ameridrives International L.P.	AMERIDRIVES COUPLINGS
Ameridrives International L.P.	AMERICARDAN
Ameridrives International L.P.	AMERIFLEX
Ameridrives International L.P.	AMERIGEAR
Ameridrives International L.P.	INDUSTRIAL CLUTCH
Ameridrives International L.P.	MARLAND CLUTCH
Colfax Corporation	ALLWEILER
Colfax Corporation	HOUTTUIN