TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		12/30/2005	National Banking Association:

RECEIVING PARTY DATA

Name:	FLEX-O-LITE, INC.
Street Address:	125 Cassons Ct.
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63026
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0905957	FLEX-O-LINE
Registration Number:	2637256	PATHLITE

CH $65.00 0905957

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-758-4730
Email: iptldocket@velaw.com
Correspondent Name: Cindy Y. Lee
Address Line 1: 1001 Fannin St., Suite 2300
Address Line 2: First City Tower
Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	JAC403/1
NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Signature:	/Jessica Greeney/

Date:	01/10/2006

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by U.S. BANK NATIONAL ASSOCIATION, as collateral agent ("Releasor") under the Financing Agreement referred to below, in favor of FLEX-O-LITE, INC. ("Releasee").

WHEREAS, pursuant to that certain Note Purchase Agreement, entered into on February 11, 2004, entered into by Releasor as collateral agent, the other parties thereto as lenders (the "Lenders"), and Jackson Products, Inc. ("Jackson"), the Releasee and each other signatory thereto identified to be an "Issuer" (Jackson, the Releasee and each such other Issuer being herein referred to as "Issuers") (as thereafter amended from time to time, the "Financing Agreement"), the lenders agreed to purchase notes from the Issuers;

WHEREAS, Releasee and Releasor entered into that certain Trademark Security Agreement dated as of February 11, 2004, as amended by (i) that certain First Amendment to Trademark Security Agreement, dated as of August 27, 2004 and (ii) that certain Second Amendment to Trademark Security Agreement, dated as of June 1, 2005 (as so amended, the "Security Agreement");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 002921/Frame 0523 on February 26, 2004;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to that portion of the Trademark Collateral listed on Schedule A (the "Scheduled Collateral") conveyed to Releasor pursuant to the Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest in the Scheduled Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in the Scheduled Collateral and Releasor hereby reassigns any and all such right, title and interest that it may have in the Scheduled Collateral (if any) to Releasee.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 30th day of December 2005.

RELEASOR:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Raymond S. Haverstock
Title: Vice President

NY163252

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Ramsey SS.:

On this 30 day of December 2005 before me, the undersigned, personally appeared Raymond S. Haverstock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

L Elaine Eby

[NOTARY SEAL]

L. ELAINE EBY
Notary Public
Minnesota
My Commission Expires January 31, 2010

NY163252

SCHEDULE A

Trademarks to be Released

Pathlite®

Flex-O-Line®

NY163252