

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Regions Bank	03/30/2009
RECEIVING PARTY DATA	
Name:	Wise Industries, Inc.
Street Address:	635 Old Hickory Blvd.
City:	Old Hickory
State/Country:	TENNESSEE
Postal Code:	37138
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5007670
Patent Number:	5806909
CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	hsmith@kirkland.com
Correspondent Name:	Hayley Smith, Sr. Legal Assistant
Address Line 1:	Kirkland & Ellis LLP
Address Line 2:	153 East 53rd Street
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	WISE PATENT RELEASE (HS)
NAME OF SUBMITTER:	Hayley M. Smith
Total Attachments: 3 source=Wise Patent Release#page1.tif source=Wise Patent Release#page2.tif source=Wise Patent Release#page3.tif	

CH \$80.00 5007670

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS (this "Release") is made in favor of RONALD D. WISE ("Grantor") by REGIONS BANK, an Alabama corporation having its principal place of business at 201 Milan Parkway, Birmingham, AL 35211 (successor to Union Planters Bank, National Association, "Union Planters") ("Bank").

WHEREAS, Union Planters, Grantor, Wise Industries, Inc., a Tennessee corporation, J.T.R.R. Properties, LLC, a Tennessee limited liability company, and Wise Technologies, LLC, a Tennessee limited liability company, entered into that certain Loan and Security Agreement dated May 13, 2002 (the "Security Agreement");

WHEREAS, in connection with the Security Agreement, Grantor granted to Bank an assignment, as security for the payment and performance of the Indebtedness (as defined in the Security Agreement) of Grantor's entire right, title and interest in and to certain intellectual property, including the patents and patent applications set forth on Schedule 1 attached hereto, and entered into that certain Patent Assignment and Security Agreement dated May 13, 2002 (the "Patent Security Agreement") for the purpose of recording such assignment and security interest with respect to the Patent Collateral (as defined in the Patent Security Agreement) with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on May 14, 2002 at Reel/Frame 012896/0469;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Bank; and

WHEREAS, Bank wishes to release its liens and security interests in the Patent Collateral and reassign to Grantor any and all of Bank's right, title and interest in and to the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby terminates the Patent Security Agreement, terminates, cancels and releases any and all liens and security interests in the Patent Collateral and pledges and reassigns to Grantor any rights it may have in, to and under the Patent Collateral.

Bank shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

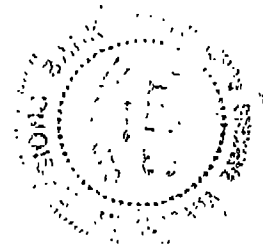
* * * * *

EXECUTION COPY

IN WITNESS WHEREOF, Bank has caused this Release to be executed by its duly authorized representative as of this ___ day of March, 2009.

REGIONS BANK

By: Victoria Sparks
Name: VICTORIA SPARKS
Title: VICE PRESIDENT



ACKNOWLEDGMENT

STATE OF Alabama)

COUNTY OF Jefferson)

On this 30th day of March, 2009, before me personally appeared Victoria Sparks, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Regions Bank, who being by me duly sworn did depose and say that he/she is an authorized officer of said bank, that the said instrument was signed on behalf of said bank as authorized by its board of directors and that he/she acknowledged said instrument to be the free act and deed of said bank.

Annea Cook Hamble

Notary Public

My Commission Expires: September 12, 2012

(NOTARIAL SEAL)



EXECUTION COPY

SCHEDULE 1

PATENTS

Title	Jurisdiction	Patent No.	Grant Date/ Filing Date
Removable and adjustable fittable vehicle bed liner assembly	U.S.	5007670	4/16/1991 10/31/1989
Removable bed liner; for covering a cargo area of a vehicle pickup truck	U.S.	5806909	9/15/1998 4/29/1996

PATENT