

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Bridge Healthcare Finance, LLC</td> <td>01/24/2011</td> </tr> <tr> <td>Bridge Opportunity Finance, LLC</td> <td>01/24/2011</td> </tr> </tbody> </table>		Name	Execution Date	Bridge Healthcare Finance, LLC	01/24/2011	Bridge Opportunity Finance, LLC	01/24/2011						
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Madison-Kipp Corporation</td> </tr> <tr> <td>Street Address:</td> <td>Attn: Mark D. Daniel, VP-Finance</td> </tr> <tr> <td>Internal Address:</td> <td>201 Waubesa Street, P.O. Box 8043</td> </tr> <tr> <td>City:</td> <td>Madison</td> </tr> <tr> <td>State/Country:</td> <td>WISCONSIN</td> </tr> <tr> <td>Postal Code:</td> <td>53708-8043</td> </tr> </table>		Name:	Madison-Kipp Corporation	Street Address:	Attn: Mark D. Daniel, VP-Finance	Internal Address:	201 Waubesa Street, P.O. Box 8043	City:	Madison	State/Country:	WISCONSIN	Postal Code:	53708-8043
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
<p>Fax Number: (608)258-4258</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 608-257-5035</p> <p>Email: ptomailmadison@foley.com</p> <p>Correspondent Name: Jeffrey R. Lomprey, Esq.</p> <p>Address Line 1: Foley & Lardner LLP</p> <p>Address Line 2: P.O. Box 1497</p> <p>Address Line 4: Madison, WISCONSIN 53701-1497</p>													
ATTORNEY DOCKET NUMBER:	080325-0113												
NAME OF SUBMITTER:	Jeffrey R. Lomprey												

OP \$80.00 4834218

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PATENT
REEL: 025691 FRAME: 0938

Total Attachments: 5

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PATENT

REEL: 025691 FRAME: 0939

**RELEASE OF PATENT AND LICENSE SECURITY AGREEMENT
AND REASSIGNMENT**

THIS **RELEASE OF PATENT AND LICENSE SECURITY AGREEMENT AND REASSIGNMENT** (this "Release and Reassignment") is made this 24th day of January, 2011, by **BRIDGE HEALTHCARE FINANCE, LLC**, as revolving loan administrative agent (in such capacity, the "Revolving Loan Administrative Agent"), for itself and various revolving loan lenders (the "Revolving Lenders"), and **BRIDGE OPPORTUNITY FINANCE, LLC**, as term loan administrative agent (in such capacity, the "Term Loan Administrative Agent" and, together with the Revolving Loan Administrative Agent, collectively, the "Agents"), for itself and various term loan lenders (the "Term Lenders" and, together with the Revolving Lenders, collectively, the "Lenders").

WITNESSETH:

WHEREAS, Madison-Kipp Corporation, a Delaware corporation (the "Grantor"), the Agents and the Lenders entered into certain agreements (collectively, the "Loan Agreements"), evidencing the extension by the Lenders and the Agents of loans and other financial accommodations (collectively, the "Loans") to the Grantor;

WHEREAS, As partial security for the Loans, the Grantor granted a security interest in and to certain Patents, the goodwill of the Grantor's business connected with and symbolized by the Patents, and Licenses, as each is defined below (collectively, the "Collateral"), to the Agents, for the Agents' benefit and for the benefit of the Lenders, pursuant to that certain Patent and License Security Agreement dated as of October 3, 2007 (the "Security Agreement"), by and among the Grantor and the Agents, as recorded with the United States Patent and Trademark Office on October 15, 2007, at Patent Reel 019955, Frame 0684; and

WHEREAS, the Grantor has requested that the Agents release their security interest in the Collateral and reassign the same to the Grantor.

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

1. The Agents hereby release without recourse or representation or warranty (express or implied) or undertaking, of any kind, their security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule A, and (i) the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and

payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) to the extent any of the foregoing patents or applications are or become subject to a terminal disclaimer, any patent which necessitated said terminal disclaimer, and (v) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(v) of this subparagraph, being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) the goodwill of the Grantor's business connected with and symbolized by the Patents; and

(c) license agreements with any other party in connection with any Patents or such other party's patents or patent applications, whether the Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default (as defined in the Security Agreement) to use the foregoing in connection with the enforcement of the rights of the Agents and the Lenders under the Loan Agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses").

2. The Agents hereby reassign, grant and convey to the Grantor, without any representation or warranty (express or implied) or recourse or undertaking, of any kind, by the Agents, all of the Agents' rights, title and interest, in and to the Collateral.

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

BRIDGE HEALTHCARE FINANCE, LLC, as
Revolving Loan Administrative Agent

By: 

Name: Kim Gordon

Title: Executive Vice President and
Chief Credit Officer

BRIDGE OPPORTUNITY FINANCE, LLC, as
Term Loan Administrative Agent

By: 

Name: Kim Gordon

Title: Executive Vice President and
Chief Credit Officer

SCHEDULE A

Patents

<u>Patent</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Lubricating nozzle apparatus and method	4,834,218	April 16, 1988	May 30, 1989
Wheel flange and rail lubricator apparatus	4,711,320	October 8, 1985	December 8, 1987

SCHEDULE B

Licenses

None.