

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.	FORMERLY The Chase Manhattan Bank (successor-in-interest to Chemical Bank)	01/27/2006	banking corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rath Manufacturing Co., Inc.		
<b>Street Address:</b>	2505 Foster Avenue		
<b>City:</b>	Janesville		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53545		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1397380	MICRO WELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)861-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128612000		
<b>Email:</b>	stoth@kirkland.com, dgasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	200 East Randolph Drive		
<b>Address Line 2:</b>	c/o Steve Toth		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	35344-1 DRG		
<b>NAME OF SUBMITTER:</b>	Steve Toth		
<b>Signature:</b>	/Steve Toth/		

CH \$40.00 1397380

Date:

01/30/2006

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of January 21, 2006 ("Effective Date") by and between Rath Manufacturing Co., Inc., a Delaware corporation, with its principal office at 2505 Foster Avenue, Janesville, Wisconsin 53545 ("Grantor"), and JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank (successor-in-interest to Chemical Bank), a New York banking corporation, with its principal office at 4 Metro Tech Center, Brooklyn, New York 11245 ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated April 3, 1995 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks and registrations owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on May 9, 1995, at Reel 1349, Frame 0270;

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark and registration other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, 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.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank (successor-in-interest to Chemical Bank)

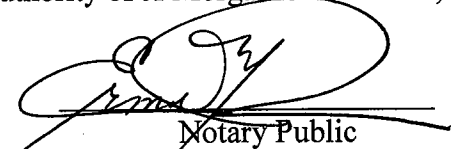
  
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Name: Mark Cuccinello

Title: Vice President

STATE OF New York )  
                                      ) SS.  
COUNTY OF Bronx )

On this 27 day of JANUARY, there appeared before me Mark Cuccinello, personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of JPMorgan Chase Bank, N.A.

  
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Notary Public  
ERMA J. McPHERSON  
Notary Public, State of New York  
No. 01MC5016299  
Qualified in Bronx County  
Commission Expires November 14, 2009

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1397380	6/17/86	MICRO WELD