

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 1577 Frame 0462)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent	FORMERLY The Chase Manhattan Bank	05/01/2006	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wire Harness Industries, Inc.
<b>Street Address:</b>	101 South Hanley Road
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1713207	BURCLIFF INDUSTRIES

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7609  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Kirstie Howard, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/0458
<b>NAME OF SUBMITTER:</b>	Kirstie Howard
<b>Signature:</b>	/kh/

OP \$40.00 1713207

Date:

05/08/2006

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of May 1, 2006, from JPMorgan Chase Bank, N.A., a national banking association (formerly known as The Chase Manhattan Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Wire Harness Industries, Inc., a Delaware corporation ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Domestic Subsidiary Security Agreement, dated as of February 12, 1997, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of February 12, 1997, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 22, 1997, at Reel 1577 and Frame 0462; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

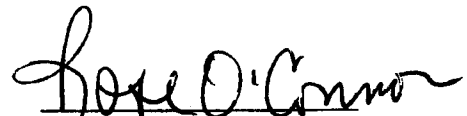
JPMORGAN CHASE BANK, N.A.  
As Administrative Agent

By:   
Name: JAMES L. STONE  
Title: Managing Director

STATE OF NY )  
 )  
COUNTY OF NY )

ss.:

On this 28 day of April, 2006, before me personally appeared JAMES L STONE to me known who, being by me duly sworn, did depose and say that he/she is MANAGING DIRECTOR of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

  
Notary Public

(Affix Seal Below)

**ROSE O'CONNOR**  
Notary Public, State of New York  
No. 01OC4750801  
Qualified in New York County  
Commission Expires October 31, 2009

Schedule A

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
BURCLIFF INDUSTRIES	1,713,207