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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honor

Record the attached original documents or copy thereof.

100949438

JAN 25 1999

1. Name of conveying party(ies):
Fleet National Bank
111 Westminister Street
Providence, RI 02903

Name and address of receiving party(ies):

Name: Fluidrive, Inc.
Internal Address:
Street Address: R. R. 1, P. O. Box 600
City: Brookston State: Indiana Zip: 47923

Individual(s)
 General Partnership
 Corporation-State
 Other
 Association
 Limited Partnership

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

Assignment
 Merger
 Security Agreement
 Change of Name
 Other Release of Security Interest

(Designations must be a separate document from Assignment)

Execution Date: January 14, 1999

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s).

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,141,696 & 1,141,697 Reel 0819/Frame 0449

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: Two

Name: Timothy J. Engling, Reg. No. 39,970
Internal Address: Lee, Mann, Smith, McWilliams, Sweeney & Ohlson
Street Address: P.O. Box 2786
City: Chicago State: Illinois Zip: 60690-2786

7. Total fee (37 CFR 3.41) \$ 80.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-0913 Under and Overpayments Only
(Attach duplicate copy of this form if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy J. Engling

January 18, 1999

Name of Person Signing

Signature

Date

01/25/1999 DMSUYEN 00000116 1141696

Total number of pages comprising cover sheet 1

01 FC:481 40.00 OP
02 FC:482 25.00 OP
03 FC:998 15.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST is dated as of January 14, 1999 by **FLEET NATIONAL BANK**, a national banking association ("Fleet"), for itself and on behalf of, and as successor in interest to, Fleet Credit Corporation and Fleet Bank of Massachusetts.

WHEREAS, in connection with one or more credit agreements or loan facilities, Fluidrive, Inc. ("Fluidrive") previously granted to Fleet a security interest in, among other things, some or all of its intellectual property assets;

WHEREAS, Fleet has agreed to terminate and release its security interest in Fluidrive's intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fleet hereby agrees as follows:

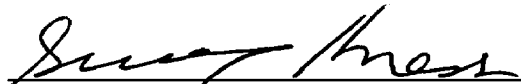
1. Termination and Release. Fleet hereby terminates and releases any and all security interests it may have in and/or liens it may have on any intellectual property assets of Fluidrive, including but not limited to the patents and trademark registrations identified on Schedule A attached hereto, whether or not such security interests or liens are recorded in the USPTO, effective as of the date first set forth above.

2. Further Assurances. Fleet hereby covenants and agrees that at any time and from time to time it will promptly execute and deliver to Fluidrive such further assurances, instruments and documents and take such further actions as Fluidrive may reasonably request in order to carry out the full intent and purpose of this Release of Security Interest, including without limitation any documents to be recorded in the USPTO.

* * *

IN WITNESS WHEREOF, Fleet has executed this Release of Security Interest to take effect as of the date first set forth above.

FLEET NATIONAL BANK



By: Gregory Kress

Its: ASSISTANT VICE PRESIDENT

STATE OF Massachusetts

COUNTY OF Suffolk

I, Patricia Goodwin a Notary Public of the aforesaid County and State, do hereby certify that Gregory Kress personally appeared before me this day and acknowledged that he is the Assistant Vice President of **FLEET NATIONAL BANK**, a national banking association, and that he executed the foregoing Release of Security Interest on behalf of said banking association, as an act of the banking association and pursuant to authority duly received.

Witness my hand and notarial seal this the 14th day of January, 1999.

Patricia Goodwin
NOTARY PUBLIC

My Commission expires: 11/2/01

SCHEDULE A

Patents

<u>Patent No.</u>	<u>Reel/Frame</u>
4,554,991	5870/0633
4,766,727	6801/0395

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reel/Frame</u>
Design	1,141,696	0819/449
MUD-HOG	1,141,697	0819/449