

08-26-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other Release of Security Interests

Conveying Party

Mark if additional names of conveying parties attached

Name Bank of New York, The

Execution Date
Month Day Year
 07191999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name National Propane, L.P.

DBA/AKA/TA

Composed of

Address (line 1) 200 First Street, P.O. Box 2067

Address (line 2) Suite 1700, IES Tower

Address (line 3) Cedar Rapids

IA

52401

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

DAVID S. BERLIN

Name of Person Signing

David S. Berlin

Signature

August 24, 1999

Date Signed

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This Release of Security Interest in Trademarks (the "Release"), dated as of July 19, 1999, is made by The Bank of New York (the "Secured Party") pursuant to the Assignment of Security Interest in Patents and Trademarks dated as of June 26, 1996 (the "Assignment of Security Interest"), by and between the Secured Party and National Propane, L.P. ("National Propane").

WHEREAS, pursuant to the Credit Agreement dated as of June 26, 1996 (as amended, modified or supplemented from time to time, the "Credit Agreement"), by and between BankBoston, N.A. (formerly known as The First National Bank of Boston), as Administrative Agent and a Lender, National Propane, the financial institutions party thereto as Lenders (the "Lenders"), Bank of America NT & SA, as a Lender and BA Securities, as Syndication Agent, the Lenders extended credit to National Propane conditioned upon, among other things, the execution and delivery by National Propane and National Propane Corporation ("NP Corp.") of a Pledge and Security Agreement;

WHEREAS, in connection with the Credit Agreement, the Secured Party, National Propane, NP Corp. and the Subsidiary Grantors (as defined therein, and together with National Propane and NP Corp., the "Grantors") entered into a Pledge and Security Agreement dated as of June 26, 1996 (the "Pledge and Security Agreement") by which, to secure the payment of all Secured Obligations (as defined therein), the Grantors granted and pledged to the Secured Party a security interest in and to all of the Grantors' right, title and interest in the Collateral (as defined therein), including all General Intangibles (as defined therein);

WHEREAS, in connection with the Credit Agreement and the Pledge and Security Agreement, the Secured Party and National Propane entered into the Assignment of Security Interest, whereby National Propane granted to the Secured Party a security interest in the PTO Collateral (as defined therein), including but not limited to the trademark registrations and trademark applications as set forth on Schedule 1 annexed hereto (the "Trademarks");

WHEREAS, the Assignment of Security Interest was recorded in the United States Patent and Trademark Office as of July 2, 1996, at reel 1476, frame 0528;


WHEREAS, National Propane has requested that the Secured Party release any and all interest it may have in the Collateral, including but not limited to the Trademarks, and the Secured Party has agreed to do so; and

WHEREAS, the parties desire to provide a document suitable for recording in the United States Patent and Trademark Office for the purposes of recording the release, relinquishment and discharge by the Secured Party of its security interest and mortgage in and to the Trademarks pursuant to the Assignment of Security Interest;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby acknowledges that as of the date first written above it forever relinquishes, releases and discharges, without any recourse, representations and warranties, its security interest in, to and under the Collateral, including the Trademarks as set forth in Schedule 1 annexed hereto, the goodwill associated with such Trademarks, and the trademark applications and registrations for such Trademarks.

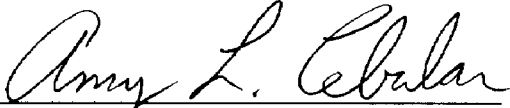
IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest In Trademarks and Patents to be duly executed as of the date first written above.

THE BANK OF NEW YORK

By: 
Name: **BETTY A. COCOZZA**
Title: **VICE PRESIDENT**

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On July 19, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Betty Coccozza, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of THE BANK OF NEW YORK with full authority to do so.



Notary Public

AMY L. CEBULAR
Notary Public, State of New York
No. 01CE6011221
Qualified in New York County
Commission Expires August 03, 2000

Schedule 1

Trademarks and Trademark Applications

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
National Propane, L.P.	2,213,572	USA	11/22/94	NATIONAL THE NATION'S PROPANE COMPANY
National Propane, L.P.	2,009,168	USA	11/22/94	GREEN FUELS