

11-04-1999

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T-125 P.03/05 Job-270



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Form PTO-1594

(Rev 6-93) 8-25-99

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Chase Manhattan Bank
(successor by merger to The Chase Manhattan Bank (National Association))

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release
- Merger
- Change of Name

Execution Date: June 23, 1999

2. Name and address of receiving party(ies):

Name: Western Industries, Inc.

Internal Address: Bannockburn Lake Office Plaza

Building B

Street Address: 2345 Waukegan Road

City: Bannockburn Lake State: Wisconsin ZIP: _____

Country: _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

B. Trademark No.(s)

1,430,864
1,993,944

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3000

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed (Check No. 17875)
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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NO SPAC
file

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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

August 25, 1999
Date

Total number of pages comprising cover sheet and document attachments: 6

RELEASE
(PATENTS AND TRADEMARKS)

This RELEASE is granted on this 23rd day of June, 1999 by The Chase Manhattan Bank (successor by merger to The Chase Manhattan Bank (National Association)), having an address at 4 Metrotech Center, 13th Floor, Brooklyn, NY 11245 ("Assignor") on its own behalf and as agent for the lenders and other financial institutions and entities party to the Subsidiary Guarantee and Security Agreement (as defined below), to Western Industries, Inc., a Wisconsin corporation having an address at Bannockburn Lake Office Plaza, Building B, 2345 Waukegan Road, Bannockburn Lake, Wisconsin (Assignee"), as follows:

WHEREAS, Assignee and Assignor entered into a Subsidiary Guarantee and Security Agreement, dated October 3, 1994, which was recorded in the U.S. Patent and Trademark Office against the U.S. patents and patent applications on Annex 3 thereto on November 14, 1994 at Reel 7194/Frame 0858, and against the U.S. trademark registrations and applications on Annex 4 thereto on November 14, 1994 at Reel 1245/Frame 0376 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Assignee pledged and granted to Assignor a security interest in all of the Assignee's right, title, and interest in all Intellectual Property (as defined in the Security Agreement), including but not limited to the:

(a) U.S. registered patents listed on Schedule A hereto, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and

(b) U.S. registered trademarks and the trade names listed on Schedule B hereto, including, without limitation, all renewals of

trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(collectively, the "Collateral"), as collateral security for the prompt payment in full of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Assignee granted to Assignor, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignee) to use, assign, license or sublicense any of the Intellectual Property (as defined by the Security Agreement), then owned or thereafter acquired by Assignee, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof (the "License"); and

WHEREAS, Assignee has paid in full all of the Secured Obligations (as defined in the Security Agreement) (other than those obligations that become payable after the date hereof and are expressly stated to survive repayment of the Loans and termination of the commitments) and the Commitments of the Banks under the Security Agreement have expired or been terminated, and Assignor desires to terminate, release and cancel its security interest in and license to said Intellectual Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby terminates and releases its security interest in all right, title, and interest in the Collateral and reassigns any and all such interests in the Collateral to Assignee, and, in addition, releases and cancels its License of said Intellectual Property and reassigns any and all such interests in the Intellectual Property to Assignee.

Assignor agrees that, from time to time upon the written request of Assignee, the Assignor will execute and deliver such further documents and do such other acts and things as the Assignee may reasonably request, at Assignee's expense, in order fully to effect the purposes of this RELEASE (PATENTS AND TRADE-MARKS).

IN WITNESS WHEREOF, Assignor has caused this RELEASE (PATENTS AND TRADEMARKS) to be duly executed by its officer thereunto duly authorized as of the 23rd day of June, 1999.

THE CHASE MANHATTAN BANK

By: William J. Cappiano

Name: William J. Cappiano

Title: Managing Director

STATE OF New York
COUNTY OF New York)

ss.:

On this 23rd day of June, 1999, before me personally appeared William J. Cappiano known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer of The Chase Manhattan Bank.

Ruby V. Tulloch
Notary Public

My Commission Expires: _____

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2000

THE CHASE MANHATTAN BANK

Schedule A to RELEASE (PATENTS AND TRADEMARKS)

<u>MARK</u>	<u>DATE REGISTERED</u>	<u>REG. NO.</u>
CHILTON and Design	3/3/87	1,430,864
WESTERN OUTDOORS	8/13/96	1,993,944

TRADE NAMES

Western Industries, Inc.

Western Metal Specialty
Division

Chilton Metal Products
Division

Watertown Metal Products
Division

M.A. Gerett Division

Tennessee Metal Specialty
Division

Wright Metal Processors
Division

Gerett Products, a Division of
Western Industries, Inc.

THE CHASE MANHATTAN BANK

Schedule B to RELEASE (PATENTS AND TRADEMARKS)

<u>PATENT NO.</u>	<u>TITLE</u>	<u>ISSUE DATE</u>
3,994,674	Gas Torch Assembly	11/30/76
4,006,838	Brazing Alloy Paste	02/08/77
4,332,550	Gas Torch Valve Construction	06/01/82
4,746,416	Hanger for Use in Electric Coating	5/24/88
4,811,865	Cap & Spout Assembly	03/14/89
4,877,185	Oscillating Sprinkler	10/31/89
5,165,564	Refuse Container with Double Wall Lid	11/24/92
5,167,351	Refuse Container Lid with Integrally-Formed Hinges	12/1/92
5,193,708	Refuse Container Lid with Snap-On Hinges and Hinge Retainers	3/16/93
5,261,562	Blow-Molded Container with Blow-Molded Handle	11/16/93