

01-19-2000



101247458  
TRADEMARKS

HEET

MKD 1-10-00

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

FLEET CAPITAL CORPORATION

2. Name and address of receiving party:

Goshen Rubber Co., Inc.  
as Borrower  
102 W. Lincoln Avenue  
Goshen, IN 46526

3. Nature of conveyance:

Release of Trademark Collateral



Execution Date: December 15, 1999

4. Application numbers and numbers:

A. Trademark Application Nos.

75/573,314; 75/647,264;  
75/603,641

B. Trademark Nos.

796,750; 796,751;  
1,185,764

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

Leah Shaffer  
Legal Assistant  
O'Melveny & Myers LLP  
400 South Hope Street 17th Floor  
Los Angeles, CA 90071

6. Total number of applications and registrations involved:

1

7. Total fee:

\$165.00 (Enclosed)

8. Deposit Account Number:

N/A

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.

Leah Shaffer  
Name of Person Signing

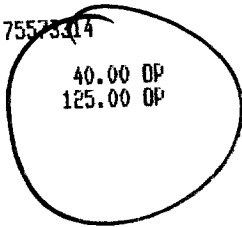
Leah Shaffer  
Signature

January 5, 2000  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

01/18/2000 DCOATES 00000100 75573314

01 FC:481  
02 FC:482



LA1:876081.1

TRADEMARK  
REEL: 002009 FRAME: 0903

RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release") is made as of December 15, 1999, by FLEET CAPITAL CORPORATION ("Fleet"), the secured party under that certain Security Agreement referred to below.

WITNESSETH:

WHEREAS, Goshen Rubber Co., Inc., an Indiana corporation ("Borrower"), executed that certain Security Agreement (Intellectual Property) (the "Security Agreement") dated as of July 20, 1999 pursuant to which Borrower granted a security interest to Fleet in certain trademarks, trademark applications and other intellectual property of Borrower; and

WHEREAS, said Security Agreement was recorded with the Assignment Branch of the United States Patent and Trademark Office on August 6, 1999 at Reel 001939, Frame 0623; and

WHEREAS, Fleet has agreed to release all its rights under such Security Agreement, including in the trademarks and trademark applications therefor identified on Exhibit A attached hereto and made a part hereof (the "Released Collateral"), and to reconvey any and all rights in the Released Collateral to Borrower.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Fleet hereby releases all its rights in and to the Released Collateral, reconveys to the persons legally entitled thereto all of Fleet's right, title and interest in and to the Released Collateral, releases all other rights it may have under said Security Agreement with respect to the Released Collateral and cancels such Security Agreement in its entirety, all without warranty or representation of any kind.

IN WITNESS WHEREOF, Fleet has caused this Release to be duly executed on the date first above written.

FLEET CAPITAL CORPORATION,  
a Rhode Island corporation

By: 

Name:

Title:

MATTHEW R. VAN STEENHUYSE  
SENIOR VICE PRESIDENT

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TETRASEALS	United States Federal	9/28/65 renewed 12/10/85	796,750
V-HICULAR and design	United States Federal	01/12/82	1,185,764
ANG-L-SEALS	United States Federal	9/28/65 renewed 12/10/85	796,751

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
VIGOR MOUNT	United States Federal	10/19/98	75/573,314
VIGOR MOUNT	Canada	4/14/99	1011920
VIGOR MOUNT	Europe	4/13/99	1136944
VIGOR MOUNT	Mexico	4/16/99	371673
GR GOSHEN RUBBER (stylized)	United States Federal	2/24/99	75/647,264
NYTECH	United States Federal	12/11/98	75/603,641
NYTECH	Canada	_____	_____
NYTECH	Europe	_____	_____
NYTECH	Mexico	_____	_____

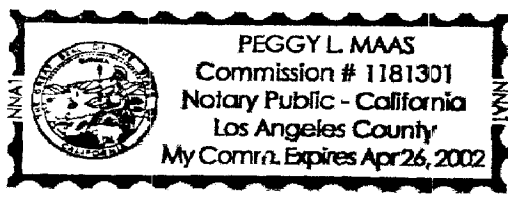
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On Dec 15, 1999, before me, Peggy L. Maas, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Matthew R. Van Steenhuyse,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Peggy L. Maas  
Signature of Notary Public

**OPTIONAL**

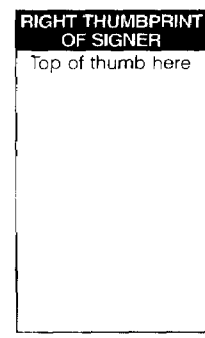
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Release of Trademark Collateral  
Document Date: Dec 15, 1999 Number of Pages: 2  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer**

Signer's Name: Matthew R. Van Steenhuyse  
 Individual  
 Corporate Officer — Title(s): Sp. Vice President  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: Fleet Capital Corp.