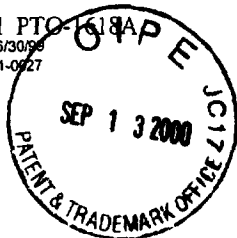


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09-25-2000

FORM PTO-618A
Expires 06/30/99
OMB 0651-0027



101468639

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

74716087

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- 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

09/25/2000 DNGUYEN 00000485 74716087

FOR OFFICE USE ONLY

01 FC:481 40.00 OF
02 FC:482 125.00 OF

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

TRADEMARK
REEL: 002145 FRAME: 0868

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)		
<input type="text" value="74716087"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2107670"/>	<input type="text" value="1789105"/>	<input type="text" value="1785232"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1911069"/>	<input type="text" value="2118311"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Aaron W. Menzi

September 12, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK RELEASE

This Release granted on this 1st day of ~~July~~ ^{August}, 2000, by BNP PARIBAS as Collateral Agent ("Collateral Agent"), to BRADEN MANUFACTURING, L.L.C., a Delaware limited liability company ("Assignor"), as follows:

W I T N E S S E T H

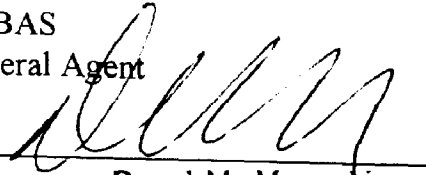
WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Security Agreement, dated June 8, 2000, between the Collateral Agent and the Assignor (the "Security Agreement")); and


WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all of its right, title and interest in and to the Marks, and more particularly, (i) the security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to the date hereof for infringement of any of the Marks or unfair competition regarding the same; in each case to the extent granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on July 27, 1998 at Trademark Reel 1761, Frame 0272 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

BNP PARIBAS
as Collateral Agent

By 
Name: Darryl M. Monasebian
Title: Director
Merchant Banking Group

By 
Name: PJ de FILIPPIS
Title: MANAGING DIRECTOR

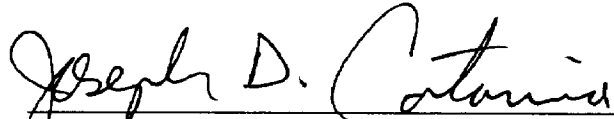
STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 1st day of August, 2000, before me personally appeared

Darryl M. Monasebian to me known who, being by me duly sworn, did depose and say that he/~~she~~ is Director Merchant Banking Group of BNP PARIBAS described herein and which executed the foregoing instrument and that he/~~she~~ signed his name thereto pursuant to the authority granted by BNP PARIBAS.



Notary Public

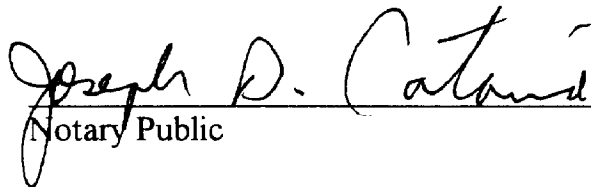
JOSEPH CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, ~~19~~ 2001

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 1st day of August, 2000, before me personally appeared PJ de Filippis, to me known who, being by me duly sworn, did depose and say that he/~~she~~ is Managing Director of BNP PARIBAS described herein and which executed the foregoing instrument and that he/~~she~~ signed his name thereto pursuant to the authority granted by BNP PARIBAS.



Notary Public

JOSEPH CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, ~~19~~ 2001

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Registration/Application No.	Grant/File Date
EXCEL	2,107,670	10-21-97
PFS	74/716,087	08-07-95
BRADEN	1,789,105	08-24-93
BRADEN	1,785,232	08-03-93
BRADEN	1,911,069	08-15-95
TRICEL	2,118,311	12-02-97