

03-27-2001

Form PTO-1594  
(Rev. 6-93)

3. 201



ET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commission

101650200

is attached original documents or copy thereof.

3072

1. Name of conveying party(ies):  
**Fleet Capital Corporation**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: **Rhode Island**  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: **Warn Industries, Inc.**  
Internal Address: \_\_\_\_\_  
Street Address: **12900 SE Capps Road**  
City: **Clakamas** State: **OR** ZIP: **97015-8903**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Oregon**  
 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

RECEIVED  
MARCH 27 2001  
ASSIGNMENT SERVICES

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other **Release of Assignment for Security of Copyright Patent, Trademark and License Mortgage**

Execution Date: **January 30, 2001**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**1,083,449**  
**2,007,491**  
**2,007,901**

Additional numbers attached?       Yes       No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Heidi L. Sachs**  
Internal Address: **Perkins Coie LLP**  
Street Address: **1201 Third Avenue, Suite 4800**  
City: **Seattle** State: **WA** ZIP: **98101**

6. Total number of applications and registrations involved:      **3**

7. Total fee (37 CFR 3.41):.....\$ **90.00**  
 Enclosed  
 Authorized to be charged to deposit account  
 Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page 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.*

Heidi L. Sachs

March 20, 2001

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet, attachments and document:      **4**

03/27/2001 GT0N11 00000177 1083449

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

**RELEASE OF ASSIGNMENT FOR SECURITY OF COPYRIGHT, PATENT,  
TRADEMARK AND LICENSE MORTGAGE**

THIS RELEASE is made as of this 30<sup>th</sup> day of JANUARY, 2001 by Fleet Capital Corporation, as Administrative Agent ("Fleet") in favor of Warn Industries, Inc., an Oregon corporation ("Company").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Fleet hereby unconditionally and expressly releases, terminates and extinguishes, without limitation, any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon, all of the trademarks, trademark registrations, interests under trademark license agreements, tradenames and trademark applications, service marks, service mark registrations, service mark applications and brand names, renewals thereof, all income, royalties, rights and goodwill thereto, and all of the license agreements, including the right to prepare for sale, sell and advertise for sale, and any and all other items listed on Exhibit A attached hereto, which liens and security interests were established under and pursuant to the Copyright, Patent, Trademark and License Mortgage recorded in the U.S. Patent and Trademark office on February 25, 2000, at Reel 002042 Frame 0745 dated as of February 15, 2000 (the "Security Agreement"). All obligations and duties under the Security Agreement to the extent they relate solely to the items listed on Exhibit A attached hereto, are hereby released and terminated and Fleet hereby expressly releases and discharges without limitation all claims, demands and causes of action that it may now have or might subsequently accrue to it arising out of or connected with, directly or indirectly, the Security Agreement to the extent they relate solely to the items on Exhibit A attached hereto.

This Release shall be binding upon Fleet's legal representatives, assigns and successors.

FLEET CAPITAL CORPORATION, AS  
ADMINISTRATIVE AGENT

By: 

Name: JAMES J. KARNOWSKI

Title: VICE PRESIDENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

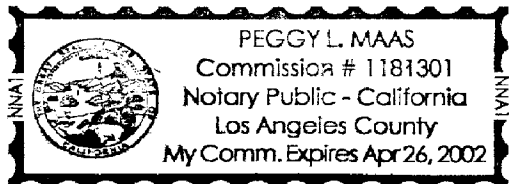
County of Los Angeles } ss.

On Jan. 30, 2001, before me, Peggy L. Maas, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James J. Kurnowski,  
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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**EXHIBIT A**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
BLACK DIAMOND	1,083,449	1/24/78
BLACK DIAMOND	2,007,491	10/15/96
BLACK DIAMOND & DESIGN	2,007.901	10/15/98