



01-10-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #11

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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01-22-2002



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

original documents or copy thereof.

To the Honorable Commissione

101954294

1. Name of conveying party(ies):

ING FURMAN SELZ INVESTORS III LP

☐ Individual(s)☐ General Partnership☐ Corporation-State☐ Other☐ Association☒ Limited PartnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Security Agreement☒ Other **Correction-Release of Security Interest**☐ Merger☐ Change of NameExecution Date: **May 2, 2001**

Name of receiving party(ies)

Name: **NATIONAL CASTINGS INC.**

Internal

Address:

Street Address: **335 Eisenhower Lane South**City: **Lombard** State: **IL** Zip: **60148**☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ 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 registration number(s):

A. Trademark Application No.(s)

See Exhibit A attached hereto

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: **Debra A. Kozlowski**Internal Address: **Sidley Austin Brown & Wood**Street Address: **Bank One Plaza****10 S. Dearborn Street**City: **Chicago** State: **IL** Zip: **60603**6. Total number of applications and
registrations involved: **7**7. Total fee (37 CFR 3.41).....\$ **190.00**☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

19-2165

(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.

Debra A. Kozlowski

Name of Person Signing

Signature

January 3, 2002

Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/22/2002 AAHME1 00000113 192165 511882

01 FC:481 40.00 CH
02 FC:482 150.00 CH

TRADEMARK
REEL: 002427 FRAME: 0389

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Willison	511882	7/5/49
Sharon	511881	7/5/49
National	2112333	11/11/97
National	1200366	
Unitruck	1323107	3/5/85
M and Design	2127262	1/6/98
Swing Motion	2116175	11/25/97

10-01-2001



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TRADEMARKS ONLY

Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. 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):

NATIONAL CASTINGS INC. 9.26.01

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Release of Security Interest

Execution Date: May 2, 2001

2. Name and address of receiving party(ies)

Name: ING FURMAN SELZ INVESTORS III LP

Internal

Address: _____

Street Address: 55 East 52nd Street

City: New York State: NY Zip: 10055

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☒ Other Collateral AgentIf 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 registration number(s):

A. Trademark Application No.(s)

See Exhibit A attached hereto

B. Trademark Registration No.(s)

511882

Additional number(s) attached ☒ Yes ☐ No

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

Name: Debra A. Kozlowski

Internal Address: Sidley Austin Brown & Wood

Street Address: Bank One Plaza

10 S. Dearborn Street

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

19-2165

(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.

Debra A. Kozlowski

Name of Person Signing

Signature

September 26, 2001

Date

5

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002427 FRAME: 0391

NATIONAL CASTINGS INC.

**RELEASE OF
SECURITY INTERESTS IN TRADEMARKS**

WHEREAS, National Castings Inc. ("Grantor") entered into that certain TRADEMARK SECURITY AGREEMENT (as from time to time amended, supplemented or modified) ("Security Agreement") dated as of May 2, 2001 by and between National Castings Inc., a Delaware corporation and ING FURMAN SELZ INVESTORS III LP, a Delaware limited partnership, as collateral agent (the "Collateral Agent") for the Secured Creditors (as defined therein);

WHEREAS, Grantor granted to Collateral Agent, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of Collateral Agent in and to all of Grantor's trademarks (the "Intellectual Property") described in the Security Agreement;

WHEREAS, Grantor granted the Security Interest to Collateral Agent in order to secure the complete and timely satisfaction of its obligations under the Security Agreement (the "Secured Obligations");

WHEREAS, Grantor has satisfied the Secured Obligations and Collateral Agent has agreed to release the Security Interest in the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Collateral Agent hereby releases the Security Interest in the Intellectual Property, hereby waives and relinquishes all its rights, powers, privileges and remedies related to the Intellectual Property with respect to Grantor and Grantor's successors and assigns under the Security Agreement, hereby sells, assigns, transfers and sets over to Grantor and Grantor's successors and assigns any right, title or interest in or to the Intellectual Property described in the Security Agreement, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto, and the goodwill associated therewith, and hereby releases Grantor and Grantor's successors and assigns from all covenants, obligations, liabilities and warranties related to the Intellectual Property under the Security Agreement.

ING FURMAN SELZ INVESTORS III LP,
as Collateral Agent

By: 

Title: Managing Member of FS Private

Date: Investments, the Manager

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
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