

10-02-2002



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

REC 102238237 TRADEMARKS DIV.

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

Tab settings

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

1. Name of conveying party(ies): Citicorp USA, Inc.

9-30-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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: August 29, 2002

2. Name and address of receiving party(ies)

Name: Amsted Industries Incorporated

Internal Address: 44th Floor, Boulevard Tower S

Street Address: 205 N Michigan Avenue

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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)

B. Trademark Registration No.(s) 2275487

Additional number(s) attached Yes No

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

Name: Ralph H. Lane

Internal Address:

Street Address: 6427 Charles Street

City: Racine State: WI Zip: 53402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

FINANCIAL SECTION AM 11:54

DO NOT USE THIS SPACE

9. Signature.

Ralph H. Lane Name of Person Signing

Ralph H. Lane Signature

Sept. 21, 2002 Date

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

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

10/02/2002 TDIRZ1 00000005 2275487

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40.00 DP

TRADEMARK REEL: 002591 FRAME: 0544

INTELLECTUAL PROPERTY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY RELEASE AGREEMENT dated as of AUGUST 29, 2002 acts to release the security interest in certain trademarks entered in INTELLECTUAL PROPERTY SECURITY AGREEMENT, (the "IP Security Agreement") dated as of September 29, 2000, made by the Persons listed on the signature pages thereof (collectively, the "*Grantors*") in favor of Citicorp USA, Inc. ("*CUSA*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Amsted Industries Incorporated, a Delaware corporation, has entered into a Credit Agreement dated as of August 13, 1999, as amended on August 25, 2000 by Amendment No.1 to the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Citibank, N.A., as Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Guaranteed Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of September 29, 2000 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Release Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, on or about October 19, 2000, the Grantor sold the U.S. Registered Service Mark ACT & Design, Registration Number 2,275,487, to ACT, Inc. for \$2,500.

WHEREAS, the Collateral Agent on behalf of the Secured Parties is willing to release the security interest in the Grantor's trademarks specified herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Release of Security. The Collateral Agent on behalf of each of the Secured Parties releases the security interest in and to all of such Collateral Agent's right, title and interest in and to the following (the "*Collateral*"):

- (i) the United States Servicemark registration set forth in Exhibit A attached hereto.

(ii) any and all claims for damages for future infringement with respect to the Servicemark, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer record this Intellectual Property Release Agreement.

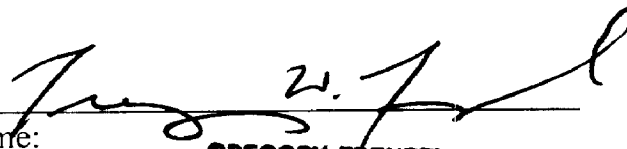
SECTION 3. Governing Law. This Intellectual Property Release Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. No Recourse etc. The release given pursuant to this Intellectual Property Release Agreement is given without recourse and without any representation or warranty of any kind and shall be effective only with respect to the servicemark registration set forth on Exhibit A attached hereto, and nothing contained herein shall be deemed to be a termination of any other liens, security interests or other charges or encumbrances on any other property or assets granted by the Borrower or any of its subsidiaries in connection with, or a release of Obligations under, the Credit Agreement and the Loan Documents executed in connection therewith.

IN WITNESS WHEREOF, the Collateral Agent on behalf of each of the Secured Parties has caused this Intellectual Property Release Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITICORP USA, Inc.
As COLLATERAL AGENT

By _____
Name:
Title:



GREGORY FRENZEL
Director
IRM
250 West Street/8th Fl.
Phone: 212-723-3106
Fax: 212-723-3964

EXHIBIT A

US Servicemark Registration No. 2,275,487
ACT and design