

RECORD
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04-14-2003 SHEET
102418552

Atty Docket No. G2370.278786

To the Assistant Commissioner of Patents and Trademarks: Please send original documents or copy thereof.

1. Name of conveying party(ies):
**WACHOVIA BANK, NATIONAL ASSOCIATION
(Formerly know as First Union National Bank), as
Administrative Agent**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

Additional names(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: Effective December 18, 2002

2. Name and address of receiving party(ies)
Name: **COLEMAN POWERMATE, INC.**

Internal Address:

Street Address: **3901 LIBERTY STREET ROAD**

City: **AURORA** State: **IL** Zip: **60504**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Nebraska
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

74018412

Additional numbers attached? Yes No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

04/11/2003 IDIAZ1 00000141 78018412

01 FC:85 1 40.00 DP

02 FC:85 2 925.00 DP

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **38**

7. Total fee (37 CFR 3.41).....\$ **965.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

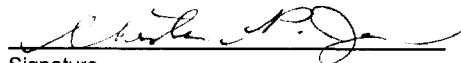
DO NOT USE THIS SPACE

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.

Christine P. James

Name of Person Signing



Signature

01/25/03

Date

Total number of pages including cover sheet, attachments, and document: **15**

Pending U.S. Trademark Applications

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
11/14/2000 11/15/2000	2149/0683 2150/0817	CUBE	78/018,412
11/14/2000 11/15/2000	2149/0683 2150/0817	DUAL POWER	78/020,330
11/14/2000 11/15/2000	2150/0099 2150/0590	HYDROCELL	78/029,193
11/14/2000 11/15/2000	2150/0099 2150/0590	MAX SERIES	78/029,438
11/14/2000 11/15/2000	2149/0683 2150/0817	POWERMATE	78/015,427
10/12/2000 11/15/2000	2125/0820 2150/0817	POWERSTATION	75/908,157
11/15/2000	2150/0817	PRO-GEN	75/633,388
11/14/2000	2149/0683	PULSE	75/476,807
11/14/2000 11/15/2000	2149/0683 2150/0817	SANBORN	78/014,784
07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	TOPS	75/767,609
10/12/2000	2125/0820	VERTEX	75/767,525
11/14/2000 11/15/2000	2150/0099 2150/0590	WIDE TRACK	78/029,436

U.S. Trademark Registrations

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Registration Number
11/15/2000	2150/0817	AIR HAWK	1,794,695
11/15/2000	2150/0817	ARTIC TRAVELER	1,269,094
11/15/2000	2150/0817	BLACK MAX	1,517,778
07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	BLUE MAX	2,029,581
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,021,408
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,021,409
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,563,048
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,977,284
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,982,983
11/15/2000	2150/0817	COLEMAN and LANTERN design	1,552,522
11/15/2000	2150/0817	CONTRACTOR	1,904,099
11/15/2000	2150/0817	LIGHTNING STARTER and design	1,969,842
11/15/2000	2150/0817	MAGNA FORCE	1,481,391
11/15/2000	2150/0817	MAXA	2,261,928
11/15/2000	2150/0817	POWERBASE	1,680,966
11/15/2000	2150/0817	POWERMATE	1,229,284
11/15/2000	2150/0817	POWERMATE	2,010,643
11/15/2000	2150/0817	POWERMATE	2,097,973
11/15/2000	2150/0817	POWERMATE	2,121,131
07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	PRO-FORCE	1,480,485

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Registration Number
11/15/2000	2150/0817	PULSE	2,384,575
11/15/2000	2150/0817	SANBORN	1,478,299
07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	SANBORN	1,644,208
11/15/2000	2150/0817	THE ANYWHERE, ANYTIME GENERATOR	1,905,320
11/15/2000	2150/0817	VANTAGE	1,688,758
11/15/2000	2150/0817	VERTEX	2,387,595

TERMINATION AND RELEASE OF SECURITY INTEREST

IN CERTAIN PATENT AND TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 13, 2002, from Wachovia Bank, National Association (formerly known as First Union National Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Coleman Powermate, Inc., a Nebraska corporation with its principal place of business located at 3901 Liberty Street Road, Aurora, IL 60504 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement, dated as of July 10, 1998, among the Grantor, among others, and the Agent, and a Subsidiary Security Agreement, dated as of January 6, 2000 (together, the "Collateral Agreements"), among the Grantor, among others, and the Agent, the Grantor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Patent Collateral and Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to various Patent and Trademark Security Agreements (collectively, the "Security Agreements"), the Grantor reaffirmed its intent to grant a Security Interest to the Agent in certain scheduled Patent Collateral and Trademark Collateral;

WHEREAS, each Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on the Recordation Dates and at the Reel and Frame Numbers set forth in Schedule A; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral and the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral and Trademark Collateral pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: a) The term "Patent Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference to the Collateral Agreements and the relevant Security Agreement.

b) The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have

the meaning provided by reference to the Collateral Agreements and the relevant Security Agreement.

2. Release of Security Interest: a) The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

b) The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

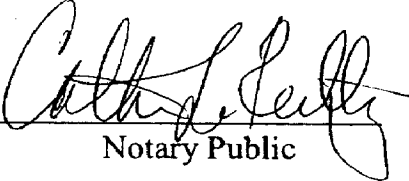
WACHOVIA BANK, NATIONAL ASSOCIATION
(formerly known as FIRST NATIONAL UNION BANK),
as Administrative Agent

By: *Joel Thomas*
Name: *Joel Thomas*
Title: *Director*

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 13 day of December, 2002, before me personally appeared Joel Thomas to me known who, being by me duly sworn, did depose and say that he is a Director of WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK), described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK).



Notary Public

CATHERINE L. KEILLY
NOTARY PUBLIC, State of New York
No. 01RE6081117
Qualified in New York County
Commission Expires September 30, 2006

(Affix Seal Below)

Schedule A

Pending U.S. Patent Applications

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
07/12/2000	10949/0885		08/888,374
07/12/2000	10949/0885		08/843,576
11/14/2000 11/15/2000	11103/0577 11111/0646	Oil-less compressor	09/637,560
11/14/2000 11/15/2000	11103/0577 11111/0646	System that supplies electrical power and compressed air	09/637,538
11/14/2000 11/15/2000	11103/0577 11111/0646	Air compressor (extended run wheelbarrow)	09/628,521
11/14/2000 11/15/2000	11103/0577 11111/0646	Detachable air compressor unit and system	09/614,952
11/14/2000 11/15/2000	11103/0577 11111/0646	Hydrogen canister fitting design	09/614,642
11/14/2000 11/15/2000	11103/0577 11111/0646	Pressure washer remote engine control system	09/614,201
11/14/2000 11/15/2000	11103/0577 11111/0646	Generator system with vertically shafted engine	09/556,960
11/14/2000 11/15/2000	11103/0577 11111/0646	Soft magnetic cap	09/541,373
11/15/2000	11111/0646	Small Engine Driven Generator	09/496,455
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Energy conversion system employing stabilized half-bridge inverter	09/276,615
07/12/2000	10949/0885		09/133,864
11/14/2000 11/15/2000	11103/0577 11111/0646	Combination compressor/generator	29/127,261
11/14/2000 11/15/2000	11103/0577 11111/0646	Compressor (extended run wheelbarrow)	29/127,215

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
11/14/2000 11/15/2000	11103/0577 11111/0646	Generator product	29/127,043
11/14/2000 11/15/2000	11103/0577 11111/0646	Compressor	29/126,306
11/14/2000 11/15/2000	11103/0577 11111/0646	Compressor	29/126,299
11/14/2000 11/15/2000	11103/0577 11111/0646	Compressor	29/126,298
11/14/2000 11/15/2000	11103/0577 11111/0646	Compressor	29/126,297
11/14/2000 11/15/2000	11103/0577 11111/0646	Compressor design #4- work bench unit	29/126,296
11/14/2000 11/15/2000	11103/0577 11111/0646	Compressor design #6- detachable pump tank	29/126,295
11/14/2000 11/15/2000	11103/0577 11111/0646	Pressure washer	29/126,276
11/14/2000 11/15/2000	11103/0577 11111/0646	Fuel cell generator	29/126,266
07/12/2000	10949/0885		29/092,130
07/12/2000 10/12/2000 11/14/2000 11/15/2000	10949/0885 11020/0959 11103/0577 11111/0646	Compressor generator	60/149,373
07/12/2000	10949/0885		60/118,690

Issued U.S. Patents

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Patent Number
11/14/2000 11/15/2000	11103/0577 11111/0646	Generator System	D418,809
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Electric machine with a transformer having a rotating component	5,519,275
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Controller for Permanent Magnet Generator	5,625,276
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Light Weight Genset	5,705,917
11/15/2000	11111/0646	Inverter for Portable Generator (Multimode Power Converter)	5,780,998
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Over-Current Protection System for Portable Generator	5,886,504
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Inverter for Portable Generator (Multimode Power Converter)	5,900,722
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Light weight rotor and stator with multiple coil windings in thermal contact	5,929,611
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Vertical Generator Assembly	5,965,999
11/14/2000 11/15/2000	11103/0577 11111/0646	Load demand throttle control for portable generator and other applications	6,018,200
07/12/2000 11/14/2000 11/15/2000	10949/0885 11103/0577 11111/0646	Light weight rotor and stator with multiple coil windings in thermal contact	6,034,511 (09/227,522)
11/14/2000 11/15/2000	11103/0577 11111/0646	Generator system with vertically shafted engine	6,084,313

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Patent Number
10/12/2000 11/15/2000	11020/0959 11111/0646	Throttle Control for Small Engines and other Applications	6,118,186

Pending U.S. Trademark Applications

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
11/14/2000 11/15/2000	2149/0683 2150/0817	CUBE	78/018,412
11/14/2000 11/15/2000	2149/0683 2150/0817	DUAL POWER	78/020,330
11/14/2000 11/15/2000	2150/0099 2150/0590	HYDROCELL	78/029,193
11/14/2000 11/15/2000	2150/0099 2150/0590	MAX SERIES	78/029,438
11/14/2000 11/15/2000	2149/0683 2150/0817	POWERMATE	78/015,427
10/12/2000 11/15/2000	2125/0820 2150/0817	POWERSTATION	75/908,157
11/15/2000	2150/0817	PRO-GEN	75/633,388
11/14/2000	2149/0683	PULSE	75/476,807
11/14/2000 11/15/2000	2149/0683 2150/0817	SANBORN	78/014,784
07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	TOPS	75/767,609
10/12/2000	2125/0820	VERTEX	75/767,525
11/14/2000 11/15/2000	2150/0099 2150/0590	WIDE TRACK	78/029,436

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07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	BLUE MAX	2,029,581
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,021,408
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,021,409
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,563,048
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,977,284
11/14/2000 11/15/2000	2149/0683 2150/0817	COLEMAN	1,982,983
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11/15/2000	2150/0817	POWERMATE	2,097,973
11/15/2000	2150/0817	POWERMATE	2,121,131
07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	PRO-FORCE	1,480,485

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11/15/2000	2150/0817	SANBORN	1,478,299
07/12/2000 11/14/2000 11/15/2000	2113/0815 2149/0683 2150/0817	SANBORN	1,644,208
11/15/2000	2150/0817	THE ANYWHERE, ANYTIME GENERATOR	1,905,320
11/15/2000	2150/0817	VANTAGE	1,688,758
11/15/2000	2150/0817	VERTEX	2,387,595