

6-5-03

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

102465719

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

1. Name of conveying party(ies):

Credit Agricole Indosuez

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

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

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Collateral Agent

Internal

Address:

Street Address: 311 S. Wacker Drive

City: Chicago State: IL Zip: 60606

- 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Assignment of Beneficial Interest

Execution Date: 05/30/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,192,013

1,200,192

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

6/4/03 Date

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

06/05/2003 TDIAZI 00000149 1192013

01 FC:8521 02 FC:8522

40.00 DP 25.00 DP

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

TRADEMARK REEL: 002746 FRAME: 0355

TRADEMARK ASSIGNMENT

Dated: May 30, 2003

WHEREAS, Jakel, Incorporated owns all right, title and interest into the trademarks listed on Schedule A ("Trademarks");

WHEREAS, pursuant to that Security Agreement dated as of August 12, 1999 which was filed with the United States Patent and Trademark Office on August 24, 1999 at Reel 001947, Frame 0223, ("Security Agreement"), between Jakel, Incorporated, Jakel Industries, Inc. and Subfractional Motors, Inc. (collectively, "Grantors") and Credit Agricole Indosuez as Collateral Agent for the financial institutions party to that certain Credit Agreement dated as of August 12, 1999, among the Credit Parties Party thereto, Credit Agricole Indosuez ("Assignor"), and the financial institutions from time to time party thereto, Grantors have granted Assignor a security interest in the Trademarks; and

WHEREAS, pursuant to that certain Waiver and Amendment No. 2, dated as of February 13, 2002, among Grantors, and the other Parties signatory thereto, Assignor and Antares Capital Corporation ("Assignee"), Assignee became the successor in interest to Assignor and Assignor agreed to assign and transfer to Assignee all of its rights, interest and privileges to the Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.


This document may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of the date first above written.

CREDIT AGRICOLE INDOSUEZ,
as Assignor

By: 
Name: DENNIS BUCHERT
Title: CEO, U.S.

By: 
Name: CURTIS D. BECKER
Title: Vice President

ANTARES CAPITAL CORPORATION, as
Collateral Agent, as Assignee

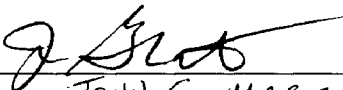
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of the date first above written.

CREDIT AGRICOLE INDOSUEZ,
as Assignor

By: _____
Name: _____
Title: _____

ANTARES CAPITAL CORPORATION, as
Collateral Agent, as Assignee

By:  _____
Name: JOHN G. MARTIN
Title: Managing Director

Schedule A

TRADEMARKS

<u>Pledgor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Jakel, Incorporated	DP and Design	1,192,013	March 16, 1982
Jakel, Incorporated	Durham Products	1,200,192	July 6, 1982