

RE



To the Honorable Commissioner of Patents and T

102477020

iginal documents or copy thereof.

1. Name of conveying party(ies):  
CITICORP NORTH AMERICA, INC. **6-16-03**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation  
 Other

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

2. Name and address of receiving party(ies):

Name: Rexnord Holdings Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 45025 Aviation Drive, Suite 400  
City: Dulles State: Virginia ZIP: 20166-7516

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Termination of Security Interest in Trademarks

Execution Date: December 3, 2002

**Correction to ID No. 102339424 - address of receiving party**

Limited Partnership \_\_\_\_\_  
 Corporation - 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)

**See attached Schedule A**

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 12 registration

Name: Linda A. Casey, Senior Paralegal  
Internal Address: Foley Hoag LLP

7. Total fee (37 CFR 3.41): \$315.00  
 Enclosed  
Authorized to be charged to deposit account

Street Address: 155 Seaport Boulevard  
\_\_\_\_\_  
City: Boston State: MA ZIP: 02210

8. Deposit account number:  
06-1446  
(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.*

Linda A. Casey                              *Linda A. Casey*                              June 9, 2003  
Name of Person Signing                              Signature                              Date

Total number of pages comprising cover sheet: 1

I hereby certify that this correspondence is being deposited with the United States Postal Service by first class mail in an envelope addressed to the Assistant Commissioner for Trademarks, Assignment Division, Washington, D.C. on the date indicated below.

Printed Name: Kristen Willett  
Signature: *Kristen Willett*  
Date of Signature: 6/19/03

OFFICE OF PATENT RECORDS  
203 JUN 19 AM 10:32  
FINANCIAL SECTION

Schedule A

to

Release and Reassignment

dated as of \_\_\_\_\_, 2002

Trademarks

See attached Schedule A

Trademark and Service Mark Applications

See attached Schedule A

Trademark License Agreements

None.

<del>Rex and Design</del>	<del>126140</del>	<del>19/07/29</del>
<del>Rex and Design</del>	<del>132109</del>	<del>20/06/15</del>
<del>Rex and Design</del>	<del>278177</del>	<del>30/12/09</del>
<del>Rex and Design</del>	<del>292083</del>	<del>32/03/01</del>
Rex	596707	54/10/12
<del>Rex and Design</del>	<del>856459</del>	<del>68/09/10</del>
Tridair	879367	69/10/28

TRADEMARK

REEL 068 FRAME 256



To the Honorable Commissioner of Patent and Trademark Office attached original documents or copy thereof.

1. Name of conveying party(ies):  
CITICORP NORTH AMERICA, INC. **1.4.03**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation  
 Other

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

2. Name and address of receiving party(ies):

Name: Rexnord Holdings Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Termination of Security Interest in Trademarks

Execution Date: December 3, 2002

Limited Partnership \_\_\_\_\_  
 Corporation - 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)  
1114794

B. Trademark registration No.(s)  
See attached Schedule A

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 12 registration

Name: T. Maria Lam, Esq.  
 Internal Address: Foley Hoag LLP

7. Total fee (37 CFR 3.41): \$315.00  
 Enclosed  
 Authorized to be charged to deposit account

Street Address: 155 Seaport Boulevard  
 \_\_\_\_\_  
 City: Boston State: MA ZIP: 02210

8. Deposit account number:  
06-1446  
 (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.*

T. Maria Lam                                      [Signature]                                      January 3, 2003  
 Name of Person Signing                                      Signature                                      Date

01/15/2003 DBYRNE 00000242 1114796                                      Total number of pages comprising cover sheet: ..... 1

01 FC:8521 40.00 OP  
 02 FC:8522 275.00 OP

FINANCE SECTION  
 JAN 10 AM 8:53  
 RECEIVED

*RELEASE AND REASSIGNMENT  
OF  
TRADEMARKS, TRADEMARK AND SERVICE MARK APPLICATIONS  
and TRADEMARK LICENSE AGREEMENTS  
AS SECURITY*

WHEREAS, Rexnord Holdings Inc., a Delaware corporation (the "Company"), owns the trademarks and trademark and service mark applications (collectively, the "Marks") described in the attached Schedule A for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the attached Schedule A and the trademark license agreements also described in the attached Schedule A; and

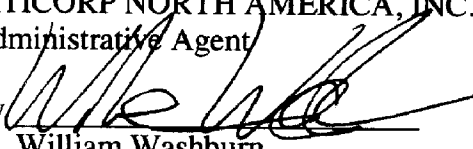
WHEREAS, pursuant to that certain Restated and Amended Trademark Security Agreement dated as of August 16, 1988 (the "Agreement") the Company granted a security interest in, among other things, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without, limitation, the Marks and trademark license agreements to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Agreement was recorded in the Assignment Branch, United States Patent and Trademark Office on August 23, 1988 located on Reel 1068, Frame 234 and an Assignment dated as of February 22, 1995 with respect to the Agreement was executed in favor of the Administrative Agent and was recorded in the Assignment Branch, United States Patent and Trademark Office on November 26, 1996 located on Reel 1531, Frame 980.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent does hereby terminate its security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, and does reassign and reconvey to the Company, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without, limitation, the Marks and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's business connected with and symbolized by the Marks, (e) all of the Company's rights corresponding thereto throughout the world and (f) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory owned by the Company and covered by such licenses.

Dated: December 3, 2002

CITICORP NORTH AMERICA, INC., as  
Administrative Agent

By   
William Washburn  
Vice President

SCHEDULE A

Rexnord Holdings Inc.'s Registered Trademarks  
and Trademark Applications

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Attached

TRADEMARK

REEL 069 FRAME 254