

06-18-2003



RE

To the Honorable Commissioner of Patents and Trademarks

102588572

Documents or copy thereof.

1. Name of conveying party(ies):
WILMINGTON TRUST COMPANY and WILLIAM J. WADE

2. Name and address of receiving party(ies):
Name: Rexnord Inc.
Internal Address: _____
Street Address: 45025 Aviatio Drive, Suite 400
City: Dulles State: Virginia ZIP: 20166-7516

6.16.03

- Individual(s)
- General Partnership
- Corporation
- Other - Trustee
- Association
- Limited Partnership

- Individual(s) citizenship _____
- Association _____
- General Partnership _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest in Trademarks

- 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

Execution Date: November 20, 2002

Correction to ID No. 102345933 - address of receiving party

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: 60 registration

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

7. Total fee (37 CFR 3.41): \$1,515.00
 Enclosed
Authorized to be charged to deposit account

Street Address: 155 Seaport Boulevard

8. Deposit account number:

City: Boston State: MA ZIP: 02210

06-1446
(Attach duplicate copy of this page if payment 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
Name of Person Signing

Linda A. Casey
Signature

June 9, 2003
Date

Total number of pages comprising cover sheet: 1

I hereby certify that this copy is being deposited with the United States Postal Service 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: 12/9/03

OFFICE OF PATTENT RECORDS
2003 JUN 16 AM 10:54
FINANCE SECTION

ANNEX A
to
**Release and Reassignment of
Trademark and License Assignment**
dated as of November 20, 2002

Trademarks and Trademark Applications

Attached.

REGIS -RED TRADEMARKS - UNITED STATES
OWNER: REXNORD INC.
04/25/87

REGISTERED TRADEMARK	REGISTRATION NUMBER	TYPE	RENEWAL DATE	KEY
CAML0C	414,291	DESIGN	05/06/05	✓
CAML0C	731,729	DESIGN	02/05/22	✓
PL-500	1306629	WORD	04/11/27	✓

SONOLASTIC AND DESIGN 0416974 DESIGN 05/10/09 00001342 ✓

AMPLEXRDL 069705 WORD 00/00/00 00003090 ✓

ENVIREX 1,261,970 WORD 03/12/20 00001286 ✓

MAT TOP 1,316,998 WORD 05/01/29 00000490 ✓

HYDROTEC ELASTOMERIC ROOFING 088178 WORD 84/02/22 00000244 ✓

HERB 000855 WORD 94/06/03 00000495 ✓

SONOSHIELD 002120 WORD 95/04/28 00001069 ✓

ENVIREX 1010708 WORD 95/05/13 00000360 ✓

CAST-OFF 1011290 WORD 95/05/27 00000275 ✓

SONOGROUT 1013565 WORD 95/06/17 00001054 ✓

N BAK 1015569 WORD 95/07/15 00000562 ✓

UNIT PEL 020081 WORD 95/11/20 00001273 ✓

DURALON 1048880 WORD 96/09/28 00000318 ✓

RTWASXEB 000000 WORD 97/04/19 00000000 ✓

CONTECH CROSS 091273 DESIGN 97/08/16 00000000 ✓

SONOTOP 020000 WORD 97/12/06 00000000 ✓



REGISTERED TRADEMARKS - UNITED STATES
 OWNER: REXNORD INC.
 04/25/87

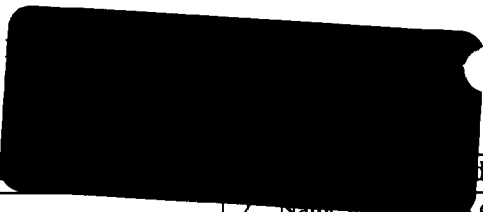
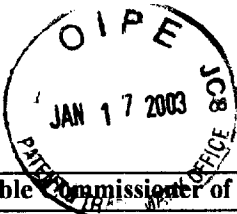
REGISTERED TRADEMARK	REGISTRATION NUMBER	TYPE	RENEWAL DATE	KEY
TRIMIX	416423	WORD	05/09/11	00001266 ✓
CHAMPION	418526	WORD	06/01/01	00000285 ✓
FERROLITH	425496	WORD	06/11/26	00000374 ✓
NORBAK	631639	WORD	03/11/25	00000072 ✓
TABLETOP	512026	DESIGN	89/07/12	00001233 ✓
KADIKI	628256	WORD	89/06/27	00000454 ✓
Y. FLELO	588172	WORD	91/09/14	00001276 ✓
ALBERTH	569041	WORD	01/10/23	00000159 ✓
KANNI	564118	WORD	82/01/29	00000427 ✓
THOMAS	570006	WORD	92/12/13	00001242 ✓
UNITITE	588172	WORD	94/04/20	00001224 ✓
REX	596707	WORD	94/10/12	00000912 ✓
SHAFFER	602347	WORD	95/02/22	00001023 ✓
SOM-NO-MAR	603225	WORD	95/03/15	00001046 ✓
HANNA	609920	WORD	95/08/07	00000429 ✓
TOW-BRO	624113	WORD	96/04/03	00001256 ✓
SOMFANG	643122	WORD	97/04/28	00001867 ✓
RIM-FLO	667.377	WORD	98/09/23	00001003 ✓
JAT-TREAT	667376	WORD	98/09/23	00000380 ✓
KEENSERTS	676869	WORD	99/04/14	00000012 ✓
EPOLITH	697331	WORD	00/05/10	00000366 ✓
SOMPLEX	704513	WORD	00/09/20	00001061 ✓
DELRON	713021	WORD	01/03/28	00000021 ✓
NORDBAK	719107	WORD	01/08/01	00000564 ✓

(16)

REGISTERED TRADEMARKS - UNITED STATES
 OWNER: REMKORD INC.
 04/25/87

REGISTERED TRADEMARK	REGISTRATION NUMBER	TYPE	RENEWAL DATE	KEY
SPEEDSERTS	732353	WORD	03/06/05	00000010
SPEEDSERTS	779000	WORD	04/10/27	00000011
BUTAKAUK	811584	WORD	06/07/26	00000247
SONOCRETE	811585	WORD	06/07/26	00001053
SONOTHANE	817216	WORD	06/10/25	00001070
SONOGEAR	824654	WORD	07/02/28	00001271
HYDROCIDIE	84050	WORD	91/10/31	00000445
SONOLASTIC	852151	WORD	88/07/09	00001060
REX AND DESIGN	854492	DESIGN	88/08/13	00000195
ROSKAN	857356	WORD	88/09/24	00000071
AGREBRITE	875926	WORD	89/09/02	00000160
TRIDAYR	879367	WORD	89/10/28	00000034
CTEX	882377	WORD	89/12/16	00000383
AVDESMAN	893754	WORD	90/03/17	00000450
DESEBAND	894994	WORD	90/12/29	00000307
SONOSHEKIN	915952	WORD	91/06/29	00001062
WHITE ROC	936451	WORD	92/06/27	00001283
LAPIDOLITH	94123	WORD	93/11/04	00000470

(13)



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To the Honorable Commissioner of Patents and Trademarks, [Redacted] original documents or copy thereof.

1. Name of conveying party(ies):
WILMINGTON TRUST COMPANY and WILLIAM J. WADE

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other -- Trustee

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

1-17-03

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

Name: Rexnord Inc.
Internal Address: _____
Street Address: _____
City: _____ State: _____ ZIP: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____

3. Nature of conveyance:

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(Designations must be a separate document from Assignment)
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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: 60 registration

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

7. Total fee (37 CFR 3.41): \$1,515.00
 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

01/23/2003 ECOOPER 00000132 0414291 Total number of pages comprising cover sheet: 1

01 FR: 4521 40.00 OP
02 FC: 8322 1475.00 OP

**RELEASE AND REASSIGNMENT
OF
TRADEMARK AND LICENSE ASSIGNMENT**

THIS RELEASE AND REASSIGNMENT OF TRADEMARK AND LICENSE ASSIGNMENT ("Release and Reassignment") dated as of November 20, 2002, by Wilmington Trust Company ("Wilmington") and William J. Wade ("Wade") (Wilmington and Wade acting not in their individual capacities, but solely as trustees (collectively and individually, the "Trustee") under that certain Collateral Trust Agreement dated as of April 30, 1987 as amended, modified, supplemented and/or restated from time to time, among the Trustee, Rexnord Inc. (the "Grantor") and other parties thereto).

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Credit Agreement dated as February 26, 1987 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement") by and among the Grantor, Rexnord Acquisition Corp., Citicorp North America, Inc. (formerly Citicorp Industrial Credit, Inc.) ("Citicorp"), the other financial institutions party thereto as lenders (the "Senior Lenders"), and Citicorp as agent for the Senior Lenders;

WHEREAS, the Trustee and the Grantor entered into a certain Trademark Security Agreement dated as of April 30, 1987 pursuant to which the Grantor granted a security in and an assignment of certain trademarks and licenses as described in Annex A and B attached hereto recorded in the Assignment Branch, United States Patent and Trademark Office on October 8, 1987 at Reel 578, Frames 667-714 as partial security for Grantor's obligations under the Credit Agreement (the "Obligations"), to the Senior Lenders; and

WHEREAS, the Grantor has satisfied its Obligations to the Senior Lenders and therefore the Grantor has requested that the Trustee on behalf of the Senior Lenders release its security interest in the Trademarks and Licenses as defined below and reassign the same to the Grantor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Trustee hereby releases its security interest in and assignment of the Trademarks and Licenses.

2. The Trustee hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Trustee, all of the Trustee's right, title and interest, in and to:

(i) trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, including, without

limitation, the registered trademarks and applications identified on Annex A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, 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, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, the trademark license agreements identified on Annex B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all "Inventory" (defined in the Credit Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as "Licenses"); and

(iii) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

IN WITNESS WHEREOF, the Trustee has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

WILMINGTON TRUST COMPANY,
as Trustee

By 
Its Irene A. Lennon
Senior Financial Services Officer


WILLIAM J. WADE, as Trustee