

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group/Business Credit, Inc.		02/02/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Power Guard, Inc.
Street Address:	11450 Technology Circle
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30097
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1916281	THE BEAST

CORRESPONDENCE DATA	
Fax Number:	(404)962-6785
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-885-3406
Email:	trademarks@troutmansanders.com
Correspondent Name:	Troutman Sanders LLP
Address Line 1:	600 Peachtree Street NE,
Address Line 2:	Suite 5200
Address Line 4:	Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	15314.000018
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NAME OF SUBMITTER:	Daniele E. Bourgeois, Esq.
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Total Attachments: 2
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OP \$40.00 1916281

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made as of the 2nd day of February, 2004, between **Power Guard, Inc.**, an Illinois corporation ("Assignee") and The CIT Group/Business Credit, Inc., as Administrative Agent, (the "Assignor").

WHEREAS, in connection with certain loan documents, Assignee and Assignor entered into that certain Grant of Trademark Security Interest (as amended, supplemented or otherwise modified from time to time, the "Agreement") recorded with the United States Patent and Trademark Office on or about August 10, 2001 at Reel/Frame No. 2349/0294 for the purpose of securing certain obligations of Assignee to Assignor;

WHEREAS, pursuant to the Agreement, Assignee granted the Assignor, for the benefit of the Assignor, a security interest in all of the Trademark Collateral (as defined in the Agreement), including the Trademark Collateral identified on Exhibit A attached hereto, and pledged and mortgaged (but did not transfer title to) the Trademark Collateral to Assignor; and

WHEREAS, all of the indebtedness and other obligations secured by the Assignor's security interest in the Trademark Collateral have been repaid in their entirety, and the Assignor is therefore obligated to release its security interest in the Trademark Collateral.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreement:

The Assignor hereby terminates and releases its security interest in and first priority lien on the Trademark Collateral, including without limitation, the Trademark Collateral identified on Exhibit A attached hereto, and the Assignor hereby assigns and transfers to Assignee, without any representation, warranty or recourse whatsoever, the Assignor's entire right, title and interest in and to the Trademark Collateral, effective as of the date set forth above.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

"ASSIGNOR"

THE CIT GROUP/BUSINESS CREDIT, INC.
in its capacity as Administrative Agent


By: 
Name: JOHN F. BOHAN
Title: V-P

EXHIBIT A

App/Reg. No.	Mark
1916281	THE BEAST