# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		108/10/2004	National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	National Seating Company	
Street Address:	200 National Drive	
City:	Vonore	
State/Country:	TENNESSEE	
Postal Code:	37885	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0933827	CHUGGER SNUBBER
Registration Number:	1340589	CUSH-N-AIRE
Registration Number:	1509176	EASY AIRE

#### **CORRESPONDENCE DATA**

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 East Randolph Dr Address Line 2: Kirkland & Ellis, LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 35991-13 RP

NAME OF SUBMITTER: Michael Fatall

Total Attachments: 3

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TRADEMARK
REEL: 002923 FRAME: 0480

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of August /o, 2004 ("Effective Date") by and between NATIONAL SEATING COMPANY, a Delaware corporation, with its principal office at 200 National Drive, Vonore, Tennessee 37885 ("Grantor"), and BANK OF AMERICA, N.A., a National Association, with its principal office at 231 S. LaSalle Street, Chicago, Illinois 60697, as Collateral Agent ("Collateral Agent").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Collateral Agent dated October 5, 2000 (the "Trademark Security Agreement"), Grantor granted to Collateral Agent a continuing security interest in and to all of Grantor's right, title and interest in and to the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Grantor and Collateral Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit Agreement by and between Grantor, CVS Holdings, Inc. and Collateral Agent dated September 1, 2000 (the "Credit Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on October 22, 2000 at Reel 002171, Frame 0798;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Collateral Agent; and

WHEREAS, the Collateral Agent wishes to: (i) terminate the Trademark Security Agreement and the Credit Agreement; (ii) terminate, cancel and release any and all security interests it has against the Trademarks; (iii) restore all right, title and interest in and to the Trademarks to Grantor; and (iv) dissolve any and all liens and encumbrances with respect to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent does hereby release its security interest in the Trademarks, including those set forth on Schedule A attached hereto, and discharges, quit claims and relinquishes unto Grantor (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in and the security interest granted to Collateral Agent in the Trademarks, including those listed in the aforementioned schedule.

Collateral Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

TRADEMARK REEL: 002923 FRAME: 0481 IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.

Name: ROBERT RITTELMEYER

Title: \_

### **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
0,933,827	5/16/72	CHUGGER-SNUBBER
1,340,589	6/11/85	CUSH-N-AIR
1,509,176	10/18/88	EASY AIRE (Stylized)

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**RECORDED: 08/26/2004**