

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Termination of Intellectual Property Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank One, NA		08/30/2004	National Banking Association:

RECEIVING PARTY DATA	
Name:	Kulkoni, Inc.
Street Address:	502 Garden Oaks
City:	Houston
State/Country:	TEXAS
Postal Code:	77018
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2011393	
Registration Number:	1552475	
Registration Number:	2362309	KULKONI
Registration Number:	2362310	KULKONI, INC.
Serial Number:	75538722	
Serial Number:	76113487	AMERICAN WIRE ROPE

CORRESPONDENCE DATA	
Fax Number:	(212)704-6288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2127046000
Email:	kzielaznicki@jenkens.com
Correspondent Name:	Karl M. Zielaznicki
Address Line 1:	405 Lexington Avenue
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ATTORNEY DOCKET NUMBER:	58170.00043
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CH \$165.00 2011393

NAME OF SUBMITTER:

Karl M. Zielaznicki

Total Attachments: 4

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RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

THIS RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated August 30, 2004 given by BANK ONE, NA, a national banking association ("Secured Party"), in favor of KULKONI, INC., a Texas corporation ("Grantor").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement dated as of October 25, 2000 between Grantor and Secured Party (the "Prior Agreement"), as amended by that certain First Amended and Restated Loan Agreement dated as of February 6, 2001 (the "Amended and Restated Agreement"), as further amended by Amendment to Note and First Amendment to First Amended and Restated Loan Agreement dated as of October 25, 2001 (the "First Amendment"), as further amended by Second Amendment to Note and Second Amendment to First Amended and Restated Loan Agreement dated as of December 10, 2001 (the "Second Amendment"), as further amended by Third Amendment to First Amended and Restated Loan Agreement dated as of December 31, 2001 (the "Third Amendment"); as further amended by Fourth Amendment to First Amended and Restated Loan Agreement of even date herewith ("Fourth Amendment", together with the Prior Agreement, the First Amendment, the Second Amendment and the Third Amendment, referred to hereafter as the "Loan Agreement"), Secured Party agreed to make loans in the aggregate principal amount of the Indebtedness (the "Loan") to Grantor;

WHEREAS, Grantor agreed as a condition precedent to the obligation of the Secured Party to make the Loan to Grantor under the Loan Agreement to execute and deliver an Intellectual Property Security Agreement (hereinafter, the "Security Agreement" and together with the Loan Agreement, the "Loan Documents");

WHEREAS, the Security Agreement was recorded in the records of the US Trademark Office Assignment Branch at Trademark Reel No. 002503 at Frames 0850 – 0865); and

WHEREAS, Grantor has made full and complete payment of the Indebtedness and satisfied in full any and all other covenants and obligations of Grantor as set forth in the Loan Documents, and the Secured Party desires to release the security interests granted therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby irrevocably releases and terminates the security interests granted in the Loan Documents in and to Grantor's Intellectual Property and Other Proprietary Property including, without limitation, the Intellectual Property set forth on Schedule A and B hereto and all Proceeds and products of any and all of the Intellectual Property.

SCHEDULE A

Unregistered Tradenames and Trademarks:

Kulkoni Houston

The Kulkoni Group

Registered Trademarks:

- (a) Reg. No. 2,011,393 Yellow Shackle Pink
- (b) Reg. No. 1,552,475 Blue/Yellow Strands Wire Rope
- (c) Reg. No. 2,362,309 Kulkoni Crown
- (d) Reg. No. 2,362,310 World Mark "Kulkoni, Inc."

Trademark Registration Applications:

- (a) Serial No. 75/538,722 filed August 14, 1998 Red/Yellow Strand Wire Rope
- (b) Serial No. 76/113,487 filed August 22, 2000 Word Mark "American Wire Rope"

SCHEDULE B

[NONE]