

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	release of the security agreement recorded at reel 2558, frame 0382		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank		12/03/2004	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Avery Berkel Inc.		
Street Address:	One Berkel Drive		
City:	LaPorte		
State/Country:	INDIANA		
Postal Code:	46350		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2191497	THE GOLD STANDARD	
CORRESPONDENCE DATA			
Fax Number:	(202)659-1559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 659 - 6944		
Email:	MBergsman@dickinsonwright.com		
Correspondent Name:	Marc A. Bergsman		
Address Line 1:	Dickinson Wright PLLC		
Address Line 2:	1901 L Street, N.W., Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	027192-00003		
NAME OF SUBMITTER:	Marc A. Bergsman		
Total Attachments: 2			
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OP \$40.00 2191497

TRADEMARK RELEASE

WHEREAS, AVERY BERKEL INC., an Indiana corporation (herein referred to as "Assignor"), owns trademark registrations and applications pending in the United States Patent and Trademark Office, more particularly described on Schedule A annexed hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor pledged the Trademarks to Fleet National Bank (herein referred to as "Assignee"), as agent to the lenders (the "Lenders") under that certain Second Amended and Restated Credit Agreement dated as of November 7, 2002 (the "Credit Agreement"), and granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks (the "Collateral") to secure the prompt payment, performance and observance of the obligations of Assignor (the "Obligations") under the Credit Agreement; and

WHEREAS, the Obligations have been discharged; and

WHEREAS, Assignee desires to terminate and release its interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignee does hereby terminate its security interest in the Collateral recorded in the U.S. Patent and Trademark Office on August 2, 2002 at reel 2558, frame 0382.

IN WITNESS WHEREOF, Assignee has caused this assignment to be duly executed by its officer thereunto duly authorized as of the ~~1~~²³ day of December, 2004.

FLEET NATIONAL BANK

By 

Name: Andrew J. Maidman

Title: Senior Vice President

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
THE GOLD STANDARD	Avery Berkel Inc.	2191497	9/22/1998	75259639

DETROIT 27192-3 842368v06

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RECORDED: 12/14/2004

**TRADEMARK
REEL: 002990 FRAME: 0463**