

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Agent	FORMERLY The Chase Manhattan Bank	01/27/2006	banking association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rath Manufacturing Co., Inc.		
<b>Street Address:</b>	2505 Foster Avenue		
<b>City:</b>	Janesville		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53545		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1392943	RATH MICRO WELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)861-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128612000		
<b>Email:</b>	stoth@kirkland.com, dgasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	200 East Randolph Drive		
<b>Address Line 2:</b>	c/o Steve Toth		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	35344-1 DRG		
<b>NAME OF SUBMITTER:</b>	Steve Toth		
<b>Signature:</b>	/Steve Toth/		

CH \$40.00 1392943

Date:

01/30/2006

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of January 27, 2006 ("Effective Date") by and between Rath Manufacturing Co., Inc., a Delaware corporation, with its principal office at 2505 Foster Avenue, Janesville, Wisconsin 53545 ("Grantor"), and JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as Agent, a banking association, with its principal office at 4 Metro Tech Center, Brooklyn, New York 11245 ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated February 3, 2000 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks and registrations owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on August 14, 2000, at Reel 2130, Frame 0938;

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark or registration other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, 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.

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**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1392943	5/13/86	RATH MICRO WELD & DESIGN