

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Agent		08/30/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Pengo Corporation
Street Address:	5825 Council Street N.E.
City:	Cedar Rapids
State/Country:	IOWA
Postal Code:	52402
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78574542	
Serial Number:	78574538	P PENGO PALADIN UTILITY
Registration Number:	2063111	AGGRESSOR
Registration Number:	0678840	PENGO
Registration Number:	0936981	PENGO
Registration Number:	1820996	RIBD-RUBR-LOK
Registration Number:	2141866	RIDGE BREAKER
Registration Number:	1865171	ROCK RIPPER
Registration Number:	1865169	ROCK RIPPER
Registration Number:	0817354	RUBBER LOCK
Registration Number:	0816957	RUBR-LOK
Registration Number:	1759491	TUF-GO
Serial Number:	78231129	TRIFLOW

OP \$340.00 78574542

CORRESPONDENCE DATA

Fax Number: (918)586-8635
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 918-586-8544
Email: t.clark@cwlaw.com
Correspondent Name: Tamarie L. Clark
Address Line 1: 4000 One Williams Center
Address Line 4: TULSA, OKLAHOMA 74172-0148

NAME OF SUBMITTER:	Tamarie L. Clark
Signature:	/Tamarie L. Clark/
Date:	09/29/2006

Total Attachments: 10
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 30, 2006, by ANTARES CAPITAL CORPORATION, as agent (“Agent”).

WITNESSETH:

WHEREAS, Agent and Pengo Corporation, a Delaware corporation (“Pengo”), are parties to that certain Borrower Security Agreement dated as of October 15, 2003 (the “Security Agreement”) and that certain Trademark Security Agreement dated as of October 11, 2005 (the “Trademark Security Agreement”), pursuant to which Pengo granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by Pengo to Agent, including, without limitation, the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on October 21, 2005 at Reel 003180, Frame 0258; and

WHEREAS, Pengo has requested that Agent release its security interest in the Trademark Collateral subject to the Security Agreement and the Trademark Security Agreement and reassign the same to Pengo;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases, discharges and terminates its security interest, powers of attorney, rights of sale and any other right Agent may have under the Security Agreement or the Trademark Security Agreement in all of Pengo’s right, title and interest in and to all of the Trademark Collateral, including, without limitation, the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and goodwill of Pengo’s business connected with the use of and symbolized by the Trademark Collateral.

2. Agent hereby reassigns, grants and conveys to Pengo, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, including without limitation the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and the goodwill of Pengo’s business connected with the use of and symbolized by the Trademark Collateral.

3. Agent shall deliver to Pengo, at Pengo’s sole cost and expense, such other releases, termination statements or other agreements, in form and substance reasonably satisfactory to Pengo, as Pengo may reasonably request to reflect Agent’s above-

described release and reassignment of any interest in said collateral, including, without limitation, a duly executed UCC termination statements.

4. Agent represents and warrants to Pengo that Agent has not assigned any of its security interest in said collateral to any third party and that Agent has full power and authority to make the release and reassignment hereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,
as Agent**

By: 

Name: Michael Hynes

Title: Duly Authorized Signatory

EXHIBIT A

See Attached.

SCHEDULE A

U.S. TRADEMARK APPLICATIONS

HOLDER	MARK	APPLICATION NUMBER	APPLICATION DATE
Pengo Corporation	"P" Design	78/574,542	2/24/2005
Pengo Corporation	PENGO PALADIN Logo	78/574,538	2/24/2005

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 30, 2006, by ANTARES CAPITAL CORPORATION, as agent (“Agent”).

W I T N E S S E T H:

WHEREAS, Agent and Pengo Corporation, a Delaware corporation (“Pengo”), are parties to that certain Borrower Security Agreement dated as of October 15, 2003 (the “Security Agreement”) and that certain Trademark Security Agreement dated as of October 15, 2003 (the “Trademark Security Agreement”), pursuant to which Pengo granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by Pengo to Agent, including, without limitation, the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on October 23, 2003 at Reel 002849, Frame 0638; and

WHEREAS, Pengo has requested that Agent release its security interest in the Trademark Collateral subject to the Security Agreement and the Trademark Security Agreement and reassign the same to Pengo;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases, discharges and terminates its security interest, powers of attorney, rights of sale and any other right Agent may have under the Security Agreement or the Trademark Security Agreement in all of Pengo’s right, title and interest in and to all of the Trademark Collateral, including, without limitation, the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and goodwill of Pengo’s business connected with the use of and symbolized by the Trademark Collateral.

2. Agent hereby reassigns, grants and conveys to Pengo, without any representation, warranty, recourse or undertaking by Agent, all of Agent’s right, title and interest in and to the Trademark Collateral, including without limitation the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and the goodwill of Pengo’s business connected with the use of and symbolized by the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,
as Agent**

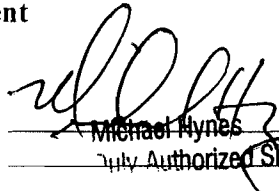
By: 
Name: Michael Hynes
Title: July Authorized Signatory

EXHIBIT A

See Attached.

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>Registration No.</u>	<u>Issue Date</u>
<u>AGGRESSOR</u>	2,063,111	5/20/1997
<u>PENGO & Design</u>	678,840	5/19/1959
<u>PENGO & Design</u>	936,981	7/4/1972
<u>RIBD-RUBR-LOK</u>	1,820,996	2/15/1994
<u>RIDGE BREAKER & Design</u>	2,141,866	3/10/1998
<u>ROCK RIPPER</u>	1,865,171	11/29/1994
<u>ROCK RIPPER & Design</u>	1,865,169	11/29/1994
<u>RUBBER LOCK</u>	817,354	10/25/1966
<u>RUBR-LOK</u>	816,957	10/18/1966.
<u>TUF-GO</u>	1,759,491	3/23/1993

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
<u>TRIFLOW</u>	78/231129	3/28/2003