U.S. Department of Commerce FORM PTO-1618A 11-26-2003 Patent and Trademark Office Expires 06/30/99 TRADEMARK OMB 0651-0027 TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(les **Submission Type** Conveyance Type License X Assignment New Resubmission (Non-Recordation) **Security Agreement Nunc Pro Tunc Assignment** Document ID # 102445820 Effective Date Month Day Year Merger **Correction of PTO Error** 05/13/2002 Frame # Reel # **Change of Name Corrective Document** Frame # Reel # Other **Conveying Party** Mark if additional names of conveying parties attached **Execution Date** Month Day Year Name LASALLE BANK NATIONAL ASSOCIATION 05/13/2002 LaSalle National Bank **Formerly** Limited Partnership X Corporation **Association** Individual General Partnership Other federally chartered banking association Citizenship/State of Incorporation/Organization **Receiving Party** Mark if additional names of receiving parties attached Mack-Chicago Corporation Name DBA/AKA/TA Composed of 2555 South Leavitt Street Address (line 1)  $\Xi$ 1.0 Address (line 2) Address (line 3) 60608 Chicago Illinois Zip Code State/Country If document to be recorded is an Individual General Partnership **Limited Partnership** assignment and the receiving party is not domiciled in the United States, an x | Corporation **Association** appointment of a domestic representative should be attached. Other (Designation must be a separate document from Assignment.) x | Citizenship/State of Incorporation/Organization Illinois

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1 Expires 06/30/99 OMB 0651-0027	618B Page 2 U.S. Department of Commerce Patent and Trademark Office TRADEMARK		
Domestic Representative Name and Address  Enter for the first Receiving Party only.			
Name [			
Address (line 1)			
Address (line 2)			
Address (line 3)		I	
Address (line 4)		1	
Correspond	ent Name and Address Area Code and Telephone Number 317-231-7413		
Name [	Amanda Pecchioni Thompson		
Address (line 1)	Barnes & Thornburg		
Address (line 2)	11 South Meridian Street		
Address (line 3)	Indianapolis, Indiana 46204	]	
Address (line 4)			
Pages	Enter the total number of pages of the attached conveyance document # 9		
Trademark Application Number(s) or Registration Number(s)  Mark if additional numbers attached  Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).			
Trademark Application Number(s) Registration Number(s)			
<u>L</u>	0684254		
	1552830		
	1581435		
Number of Properties Enter the total number of properties involved. # 3			
Fee Amoun	t Fee Amount for Properties Listed (37 CFR 3.41): \$ 0		
Method of Payment: Enclosed Deposit Account X			
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number:  # 10-0435			
	Authorization to charge additional fees: Yes X No		
Ctatamant	nd Cignoture		

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Amanda Pecchioni Thompson

Name of Person Signing

Signature

November 17, 2003

Date Signed

## RELEASE AND REASSIGNMENT

THIS **RELEASE AND REASSIGNMENT** is made this 13<sup>th</sup> day of May, 2002 by LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK ("LaSalle").

## WITNESSETH:

WHEREAS, LaSalle and Mack-Chicago Corporation an Illinois corporation ("Borrower") are parties to a certain Loan and Security Agreement dated as of January 7, 1991 as it may be amended, amended and restated or otherwise modified from time to time (the "Loan Agreement") pursuant to which LaSalle made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's Liabilities, as that term is defined in the Loan Agreement, Borrower has executed a certain Patent, Trademark and License Mortgage (the "Patent, Trademark and License Mortgage") dated as of January 7, 1991, pursuant to which Borrower granted a security interest in and to the Patents, Trademarks and Licenses, as each is defined below; and

WHEREAS, the Patent, Trademark and License Mortgage was recorded in the United States Patent and Trademark Office on April 12, 1991 at Patent Reel 0789, Frames 0825-0834; and

WHEREAS, the Liabilities have been fully satisfied and, therefore, Borrower has requested that LaSalle release its security interest in the Patents, Trademarks and Licenses and reassign the same to Borrower.

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

- 1. LaSalle hereby releases its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (a) patents, and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Patents");

TRADEMARK
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- (b) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Trademarks");
- (c) license agreements with any other party, whether Borrower is a licensor or licensee thereunder, including, without limitation, the licenses listed on Schedule C, attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in this Agreement) now or hereafter owned by Borrower covered by such licenses (all of the foregoing property is hereinafter referred to as the "Licenses"); and
- (d) the goodwill of Borrower's business connected with and symbolized by the Trademarks.
- 2. LaSalle hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by LaSalle, all of LaSalle's rights, title and interest, in and to the Patents, Trademarks and Licenses.

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

LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK

Its: VP/SR. HAJORNET

Dré: 5-13-02

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## **ACKNOWLEDGMENT**

State of Illinois	)
	) SS
County of Cook	)

On this 13 day of May, 2002 before me personally appeared Thomas G. Hirst, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of LaSalle Bank National Association, formerly known as LaSalle National Bank.

"OFFICIAL SEAL"
BRENDA M. SHORT
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 04/03/2004

Breda M. Start Notary Public

My Commission Expires:

4/3/04

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## TRADEMARK ISSUED IN SEVENTEEN YEARS PRIOR TO JANUARY 7, 1991

"INDESTRUCTO", Reg. No. 684,254, registered September 1, 1979 (renewal), expiration date August 31, 1999.

MACK CHICAGO, Registration Number 1,552,830

451 PLUS AND DESIGN, Registration Number 1, 581,435

INDS01 SYB 514656v1

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