

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/11/2010
900164434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		04/08/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LN Acquisition Corp.		
Street Address:	787 Fifth Avenue		
Internal Address:	c/o The Jordan Company, LLC, 48th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	CORPORATION: DELAWARE		
Name:	Orsco, Inc.		
Street Address:	7701 Forsyth Blvd		
Internal Address:	Suit 600		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: DELAWARE		
Name:	Lincoln Industrial Corporation		
Street Address:	One Lincoln Way		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	

OP \$815.00 231354

TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

Registration Number:	231354	LUBRIGUN
Registration Number:	550725	CENTR O LUBER
Registration Number:	813936	LUB-UNIT
Registration Number:	1619412	LINCOLN
Registration Number:	2019910	SYNCHRO-TECH
Registration Number:	2290064	ORSCO INC
Registration Number:	335215	KLEENSEAL
Registration Number:	586506	MULTI-LUBER
Registration Number:	829080	PILED RIVER
Registration Number:	1624482	THE BRAND THE PROS DEMAND
Registration Number:	1999458	BEARINGS AVER
Registration Number:	2316060	DUO-MATIC
Registration Number:	423437	LUBRO-VAN
Registration Number:	675950	POWER MASTER
Registration Number:	1036592	MODULAR LUBE
Registration Number:	1753143	SYSTEM SENTRY
Registration Number:	2364820	ZERK-LOCK
Registration Number:	2503441	POWER LUBER
Registration Number:	530764	KLEENSEAL
Registration Number:	765830	POWER-MASTER
Registration Number:	1100027	VOLUME-MASTER
Registration Number:	1812705	DISPENSE PAK
Registration Number:	2364821	QUICKLINC
Registration Number:	2440537	AIR BRAKE
Registration Number:	515855	LUBRIGUN
Registration Number:	741650	CONCEPTS
Registration Number:	1262823	QUICKLUB
Registration Number:	1869037	AIR BRAKE
Registration Number:	2197824	AIRCARE
Registration Number:	374177	
Registration Number:	1905317	DUAL CONVERTER
Registration Number:	1842696	SILVERLINE

CORRESPONDENCE DATA

Fax Number: (202)420-2201

USPTO

6/16/2010 9:55:24 PM PAGE 6/017 Fax Server

TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: parsonse@dicksteinshapiro.com
 Correspondent Name: Dickstein Shapiro LLP
 Address Line 1: 1825 Eye Street, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	F8800.2209
NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/EP/
Date:	06/11/2010
Total Attachments: 11 source=Heller PO Letter#page1.tif source=Heller PO Letter#page2.tif source=Heller PO Letter#page3.tif source=Heller PO Letter#page4.tif source=Heller PO Letter#page5.tif source=Heller PO Letter#page6.tif source=Heller PO Letter#page7.tif source=Heller PO Letter#page8.tif source=Heller PO Letter#page9.tif source=Heller PO Letter#page10.tif source=Heller PO Letter#page11.tif	

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

April 12, 2005

Lincoln Acquisition Corp.
c/o The Jordan Company, LLC
767 Fifth Avenue
48th Floor
New York, New York 10153
Attention: Jonathan F. Boucher

General Electric Capital Corporation
500 West Monroe Street
Chicago, Illinois 60661
Attention: Middle Market Account Manager

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of December 21, 2001 (as amended, the "Credit Agreement"), among LN Acquisition Corp., a Delaware corporation ("LN Acquisition"), Lincoln Industrial Corporation, a Delaware corporation ("Lincoln Industrial") and Orsco, Inc. ("Orsco") (LN Acquisition, Lincoln Industrial and Orsco are collectively the "Borrowers" and each individually is a "Borrower"), the other Credit Parties signatory thereto, Heller Financial, Inc., a Delaware corporation, for itself, as Lender, and as Agent for Lenders (in such capacity, "Agent"), and the other Lenders signatory thereto from time to time, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrowers expect to obtain refinancing (the "Refinancing") from General Electric Capital Corporation ("New Lender") for the purpose of, among other things, repaying in full all obligations and liabilities of the Borrowers to Lenders and Agent under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt today of (i) a federal funds wire transfer in the amount of \$11,950,955.93 (the "Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents, and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrowers, each other Credit Party and the New Lender (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to deliver within two (2) Business Days after the Payoff Effective Time to New

TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

Lender (which the Borrowers hereby consent to) the original stock certificates and other instruments in Agent's possession and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests in all of the assets and property of the Borrowers and the Credit Parties (the "Property").

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrowers or the Credit Parties under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be automatically forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents shall be deemed terminated and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by New Lender or the Borrowers as may be necessary to release its security interests in the Property. The Borrowers agree to indemnify and to pay Agent for all out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledge that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrowers as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrowers hereby confirm that the commitments of Lenders and Agent to make Loans or incur Letter of Credit Obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Obligations on behalf of, the Borrowers or to renew, extend or amend any existing Letter of Credit Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrowers and the other Credit Parties to Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms. Upon the Payoff Effective Time, the Agent authorizes the Borrowers and New Lender to file any termination statements and releases necessary to evidence the release of the Agent's liens.

The Payoff Amount referred to above, should be sent by federal funds wire transfer as follows: (a) \$11,933,455.93 to Bankers Trust, New York, New York, Account No. 50269200, ABA No. 021-001-033, Account Name: GBCC/CAF Depository, Reference: Lincoln Industrial, HLR1072, no later than 12:00 p.m. (Central time) today; and (b) \$17,500.00 to Bank of America, N.A., 101 S. Marengo Avenue, 3rd Floor, Pasadena, California 91101, Account No. 14599-04796, ABA No. 121000358, Swift Code No. BOFAUS6S, Account Name: Paul, Hastings, Janofsky & Walker LLP, no later than 12:00 p.m. (Central time) today.

TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

In addition, the Borrowers and the other Credit Parties agree that, upon the Payoff Effective Time, such Credit Parties release the Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the such Credit Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents.

The Payoff Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by Agent and credited to the Borrower's account with Agent are good collected funds. In consideration of Agent and Lenders' release of the Liens and security interests in and to any Property, the New Lender hereto agrees to reimburse Agent for all losses and liabilities which Agent may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check together with any expenses or other charges incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Agent promptly by New Lender upon Agent's demand therefor, and the amount of such demand shall be conclusive upon New Lender in the absence of manifest error. All claims hereunder must be made within sixty (60) days of the Payoff Effective Time. If New Lender is required to reimburse Agent pursuant to its obligations under the immediately preceding sentence, the Borrower agrees that the amount of any such payment shall constitute a loan made by New Lender to the Borrower under that certain Credit Agreement dated as of April 2, 2005 among the Borrowers, the other Credit Parties named therein, New Lender and the other agents and lenders named therein.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Delivery of an executed counterpart of this agreement by telefacsimile or by e-mail transmission of an adobe file format document (also known as a PDF) shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or as a PDF also shall deliver an original executed counterpart of this Agreement but the failure to do so shall not affect the validity, enforceability and binding effect of this Agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

If you need additional information, please do not hesitate to contact us.

[SIGNATURE PAGES TO FOLLOW]

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

Very truly yours,

HELLER FINANCIAL, INC., as Agent and Lender

By: *Deanne L. Collier*
Name: Deanne L. Collier
Its: Duty Authorized Signatory

ACCEPTED and AGREED:

LN ACQUISITION CORP., as a Borrower

By: _____
Name:
Title:

LINCOLN INDUSTRIAL CORPORATION,
as a Borrower

By: _____
Name:
Title:

ORSCO, INC., as a Borrower

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL
CORPORATION, as New Lender

By: _____
Name:
Title:

PAYOFF LETTER

USPTO

6/18/2010 9:55:24 PM PAGE 11/017 Fax Server

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW

Received 04/07/2005 12:11PM In 08:18 on Line 03 for 0P009237 * Pg 9/9

Apr-07-05 12:20pm

From: THE JORDAN COMPANY LP

2127613057

T-456 P.08/00 P-252


Very truly yours,

HELLER FINANCIAL, INC., as Agent and Lender


By: _____
Name:
Its Duty Authorized Signatory

ACCEPTED and AGREED:


LN ACQUISITION CORP. as a Borrower

By: 
Name:
Title:

LINCOLN INDUSTRIAL CORPORATION, as a Borrower

By: 
Name:
Title:

ORSCO, INC., as a Borrower

By: 
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as New Lender

By: _____
Name:
Title:

PAYOFF LETTER

USPTO

6/18/2010 9:55:24 PM PAGE 12/017 Fax Server

TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW

Very truly yours,

HELLER FINANCIAL, INC., as Agent and Lender

By: _____
Name:
Its: Duly Authorized Signatory

ACCEPTED and AGREED:

LN ACQUISITION CORP., as a Borrower

By: _____
Name:
Title:

LINCOLN INDUSTRIAL CORPORATION, as a Borrower

By: _____
Name:
Title:

ORSCO, INC., as a Borrower

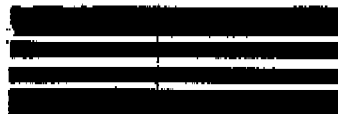
By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as New Lender

By: Maura Fitzgerald
Name: Maura Fitzgerald
Title: Duly Authorized Signatory

PAYOFF LETTER

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW



FINANCING STATEMENT AMENDMENT

READ INSTRUCTIONS (front and back) CAREFULLY

1. NAME & PHONE OF CONTACT AT FILER (optional)
Heather Sinner (404) 815-2231

2. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Paul, Hastings, Janofsky & Walker LLP
600 Peachtree Street, N.E.
Suite 2400
Atlanta, Georgia 30308**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

3. INITIAL FINANCING STATEMENT FILE #
1176373 4 Filed 12/21/01 with the Delaware Secretary of State

16. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL I.D.# any None

9. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire related collateral description, or describe collateral assigned.

10. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which uses collateral or ends the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

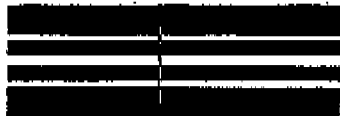
10a. ORGANIZATION'S NAME
Heller Financial, Inc., as Agent

OR

10b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11. OPTIONAL FILER REFERENCE DATA
Debtor: Lincoln German Acquisition Corporation

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

I. NAME & PHONE OF CONTACT AT FILER (optional)

Heather Skinner (404) 815-2231

II. SEND ACKNOWLEDGMENT TO: (Name and Address)

Paul, Hastings, Janofsky & Walker LLP
600 Peachtree Street, N.E.
Suite 2400
Atlanta, Georgia 30308

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

III. INITIAL FINANCING STATEMENT FILE #
1176346 0 filed 12/21/01 with the Delaware Secretary of State

IIIa. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 6.

AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: **DELETE name:** Give record name to be deleted in Item 6a or 6b. **ADD name:** Complete Item 7a or 7b, and also Item 7c; also complete Items 7e-7g (if applicable).

IV. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OR **6b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR **7b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

6c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

6d. SEC. INSTRUCTIONS **6e. ADD'L INFO RE ORGANIZATION DEBTOR** **7a. TYPE OF ORGANIZATION** **7b. JURISDICTION OF ORGANIZATION** **7c. ORGANIZATIONAL COLL, if any** None

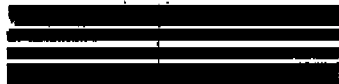
AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire re-listed collateral description, or describe collateral assigned.

NAME of SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which deletes collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

8a. ORGANIZATION'S NAME
OR **8b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX
Heller Financial, Inc., as Agent

9. OPTIONAL FILER REFERENCE DATA
Debtor: LN Acquisition Corp.

TO:DICKSTEIN SHAPIRO LLP COMPANY:1825 EYE STREET, NW



FINANCING STATEMENT AMENDMENT

PLEASE READ INSTRUCTIONS (front and back) CAREFULLY

NAME & PHONE OF CONTACT AT FILER (optional) Heather Skinner (404) 815-2231

SEND ACKNOWLEDGMENT TO: (Name and Address) Paul, Hastings, Janofsky & Walker LLP 600 Peachtree Street, N.E. Suite 2400 Atlanta, Georgia 30308

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

INITIAL FINANCING STATEMENT FILE # 1176906 4 filed 12/20/01 with the Delaware Secretary of State

TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

CURRENT RECORD INFORMATION: ORGANIZATION'S NAME, INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX, CHANGED (NEW) OR ADDED INFORMATION: ORGANIZATION'S NAME, INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX, MAILING ADDRESS: CITY, STATE, POSTAL CODE, COUNTRY, TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION, ORGANIZATIONAL I.D.#, if any

AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

ORGANIZATION'S NAME: Heller Financial, Inc., as Agent

OPTIONAL FILER REFERENCE DATA: Debtor: LN Acquisition Corp.

NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV.05/22/02)

ORGANIZATION'S NAME, INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX, MAILING ADDRESS: CITY, STATE, POSTAL CODE, COUNTRY, TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION, ORGANIZATIONAL I.D.#, if any

AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

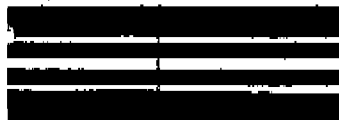
NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

ORGANIZATION'S NAME: Heller Financial, Inc., as Agent

OPTIONAL FILER REFERENCE DATA: Debtor: Lincoln Industrial Corporation

NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV.05/22/02)

TO: DICKSTEIN SHAPIRO LLP COMPANY: 1825 EYE STREET, NW



UCC FINANCING STATEMENT AMENDMENT

PLEASE READ INSTRUCTIONS (front and back) CAREFULLY

NAME & PHONE OF CONTACT AT FILER (optional)
Heather Skinner (404) 815-2231

SEND ACKNOWLEDGMENT TO: (Name and Address)

**Paul, Hastings, Janofsky & Walker LLP
 600 Peachtree Street, N.E.
 Suite 2400
 Atlanta, Georgia 30368**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

INITIAL FINANCING STATEMENT FILE #
1178914 6 filed 12/20/01 with the Delaware Secretary of State

This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

ASSIGNMENT: (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.

AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address. **DELETE** name: Give record name to be deleted in Item 6a or 6b. **ADD** name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7e-7g (if applicable).

CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

8. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7a. TYPE OF ORGANIZATION 7b. JURISDICTION OF ORGANIZATION 7c. ORGANIZATIONAL L.D.S., if any None

AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire retained collateral description, or describe collateral assigned.

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (same as assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which sets collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Heller Financial, Inc., as Agent

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

OPTIONAL FILER REFERENCE DATA
 Debtor: Orsco, Inc.