7-29-98

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

08-03-1998

EET

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

100779805

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: BT COMMERCIAL CORPORATION — 05 14 1998

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☒ Citizenship State of Incorporation/Organization: DELAWARE

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name: FRICTION PRODUCTS CO.

DBA/AKA/TA:

Composed of:

Address (line 1): HAWK GROUP OF COMPANIES

Address (line 2): 200 PUBLIC SQUARE, SUITE 30-5000

Address (line 3): CLEVELAND (City) — OHIO / U.S.A. (State/Country) — 44114-2301 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other:

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☒ Citizenship/State of Incorporation/Organization: OHIO

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)		
			75060228		

08/03/1998 SSMITH 00000048 75060228
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FORM PTO-1618B
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: BYRON S. KRANTZ

Address (line 1): KOHRMAN JACKSON & KRANTZ P.L.L.

Address (line 2): 1375 EAST NINTH STREET

Address (line 3): ONE CLEVELAND CENTER, 20th FLOOR

Address (line 4): CLEVELAND, OHIO 44114

Correspondent Name and Address

Area Code and Telephone Number: 216-696-8700

Name: BYRON S. KRANTZ

Address (line 1): KOHRMAN JACKSON & KRANTZ P.L.L.

Address (line 2): 1375 EAST NINTH STREET

Address (line 3): ONE CLEVELAND CENTER, 20th FLOOR

Address (line 4): CLEVELAND, OHIO 44114

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

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)		
			75060228		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [XX] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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.

Byron S. Krantz		July 28, 1998
Name of Person Signing	Signature	Date Signed

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this **"Release"**) is made as of May 14, 1998, by **BT COMMERCIAL CORPORATION,** a Delaware corporation, in its capacity as agent (in such capacity, **"Agent"**) for itself and the other financial institutions (collectively, **"Lenders"**) from time to time parties to the Credit Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, Agent, Lenders, Friction Products Co., an Ohio corporation (**"Borrower"**) and certain of Borrower's affiliates, are parties to **(i)** a certain Credit Agreement, dated as of November 27, 1996, as amended (the **"Credit Agreement"**); and **(ii)** a certain Trademark Security Agreement dated as of November 27, 1996 (the **"Trademark Security Agreement")**, pursuant to which Borrower has, granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks and Licenses (in each case as defined below) as security for the Obligations (as defined in the Credit Agreement), including the Trademarks set forth on **Schedule A** hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on **December 31, 1996**, in the Trademark Division **at Reel 1541, Frame 0929**; and

WHEREAS, Borrower and its affiliates have satisfied the Obligations in full and Borrower has requested that Agent release its security interest in the **"Trademark Collateral"** (as hereinafter defined) and reassign the same to Borrower;

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

1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the **"Trademark Collateral"**):

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and **(i)** all renewals thereof, **(ii)** all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or

future infringements or dilutions thereof, **(iii)** the right to sue for past, present and future infringements and dilutions thereof, **(iv)** the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and **(v)** all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph 1(a)**, are sometimes hereinafter individually and/or collectively referred to as the **"Trademarks"**); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the **"Licenses"**).

2. Agent hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

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

BT COMMERCIAL CORPORATION, in its capacity as Agent

By: _____
Name: Frank D. Fazio
Title: Vice President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

On this 11 day of May, 1998, before me personally appeared Frank ~~D~~. Fazio, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of **BT COMMERCIAL CORPORATION**, a Delaware corporation.

Midna M. Rodriguez
Notary Public
My Commission Expires:
06/02/01

OFFICIAL SEAL
MIDNA M RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/02/01

SCHEDULE A
TO
RELEASE AND REASSIGNMENT

Trademark	Application Date	Serial No.
FERRO-CARBON	2/20/96	75-060228