

12-04-2002

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102300375

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-27-02
Regiment Capital II, L.P.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Ormet Primary Aluminum Corporation
Internal
Address: _____
Street Address: 1233 Main Street
City: Wheeling State: VA Zip: 26003
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination and Release
Execution Date: May 22, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
N/A
B. Trademark Registration No.(s)
See Attached Schedule 1
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kimberly B. Herman
Internal Address: _____
Street Address: Sullivan & Worcester LLP
One Post Office Square
City: Boston State: MA Zip: 02109

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
500751
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Kimberly B. Herman Kimberly B. Herman 11/26/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

12/04/2002 TDIAZI 00000015 500751 1982267
01 FC:8521 40.00 CH
02 FC:8522 100.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002628 FRAME: 0365

Schedule 1

TRADEMARK COLLATERAL

<u>Trademark/ Trade Name</u>	<u>Application/Registration No.</u>	<u>Registration Date</u>
Satin Plus	1,982,267	6/25/96
VelvetFlow	2,114,522	11/18/97
Velvet Flow and Design	2,076,238	7/1/97
Burnside	1,091,549	5/16/78
Burnside Terminal and Design	1,176,545	11/3/81

**TERMINATION AND RELEASE
(ASSIGNMENT FOR SECURITY -
TRADEMARKS)** dated as of May 22, 2002, by
REGIMENT CAPITAL II, L.P., as agent for the
Lenders as defined below (together with its successors
and assigns, the "Agent").

Ormet Primary Aluminum Corporation, a Delaware corporation (together with its successors and assigns, the "Company"), is the owner of (i) each trademark and service mark listed on Schedule I hereto, together with, among other things, the good-will of the business symbolized by such trademarks and servicemarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Trademark Collateral").

The Company is a party to that certain Financing Agreement dated as of February 21, 2002 (as may be amended, supplemented and/or restated, the "Financing Agreement"), to which Ormet Corporation, Ormet Aluminum Mill Products Corporation, Specialty Blanks Holding Corporation, Specialty Blanks, Inc., the lenders referred to therein (the "Lenders"), and the Agent (together with the Lenders, the "Secured Parties") are also parties. In order to secure its obligations under the Financing Agreement and the other documents contemplated by the Financing Agreement, the Company has granted to the Secured Parties a security interest in substantially all of its assets pursuant to that certain Security Agreement dated as of February 21, 2002 (the "Security Agreement"), in favor of Regiment Capital II, L.P., as agent for the Lenders. In conjunction therewith, the Company has also granted to the Secured Parties a security interest in all of the Trademark Collateral pursuant to the Assignment For Security - Trademarks dated as of February 21, 2002 (the "Trademark Security Agreement"; and together with the Security Agreement, the "Agreements").

The Company desires to confirm and record that the Agreements and all of the rights of the Secured Parties thereunder have terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent hereby (i) confirms and agrees that each Agreement is hereby terminated in its entirety, and that no party thereto shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under such Agreement, and (ii) releases all rights Agent has in the Trademark Collateral to the Company.
2. The Agent hereby consents to the recordation of this Termination and Release (Assignment For Security - Trademarks) by the Company with the Commissioner of Patents and Trademarks and any appropriate federal or state agency.

* * *

