

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

102300377

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

1. Name of conveying party(ies): Regiment Capital II, L.P. [checkbox] Individual(s) [checkbox] Association [checkbox] General Partnership [checkbox] Corporation-State [checkbox] Other [checkbox] Limited Partnership [checkbox] Yes [x] No

2. Name and address of receiving party(ies) Name: Ormet Corporation Internal Address: Street Address: 1233 Main St., Suite 4000 City: Wheeling State: VA Zip: 26003 [checkbox] Individual(s) citizenship [checkbox] Association [checkbox] General Partnership [checkbox] Limited Partnership [x] Corporation-State DE [checkbox] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [checkbox] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [x] 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 [x] Yes [checkbox] 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 [checkbox] Enclosed [x] 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 Name of Person Signing [Signature] Signature 11/26/02 Date

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

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

12/04/2002 TDIAZI 00000017 500751 1982267

01 FC:8021 40.00 CH 02 FC:8022 100.00 CH

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 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 Primary Aluminum 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.

\* \* \*

IN WITNESS WHEREOF, the Agent has caused this Termination and Release (Assignment For Security - Trademarks) to be duly executed as of the date first written above.

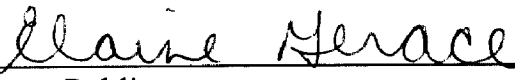
**REGIMENT CAPITAL II, L.P.**

By:   
Name:  
Title: Vice President

[Seal]

STATE OF N.Y. )  
 ) : ss:  
COUNTY OF N.Y. )

On this 22 day of May, 2002, before me personally came **Richard Miller**, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the \_\_\_\_\_ of **Regiment Capital II, L.P.**, a Delaware limited partnership, and that he executed the foregoing instrument in the firm name of **Regiment Capital II, L.P.**, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
Notary Public

Notary Public, State of New York

My commission expires:

**ELAINE GERACE**  
Notary Public, State of New York  
No. 01GE4996717  
Qualified in Queens County  
Commission Expires May 18, 192006