

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | Release of Security Interest |
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|---------------------------------------|-----------------------|-----------------------|-----------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Key Corporate Capital, Inc., as Agent | Society National Bank | 06/28/2004 | CORPORATION: MICHIGAN |

| | |
|-----------------------------|---------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Magnequench International, Inc. |
| Street Address: | 9775 Crosspoint Boulevard |
| Internal Address: | Suite 100 |
| City: | Indianapolis |
| State/Country: | INDIANA |
| Postal Code: | 46256 |
| Entity Type: | CORPORATION: DELAWARE |

| | | |
|----------------------------------|---------------|------------------|
| PROPERTY NUMBERS Total: 7 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1306889 | MAGNEQUENCH |
| Registration Number: | 1707644 | MQP |
| Registration Number: | 1734515 | MQ3 |
| Registration Number: | 1709840 | MQ2 |
| Registration Number: | 1725261 | MQ1 |
| Registration Number: | 1720017 | MAGNEQUENCH |
| Registration Number: | 1741009 | MAGNEQUENCH |

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| CORRESPONDENCE DATA | |
| Fax Number: | (317)592-5458 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 317-236-2100 |
| Email: | Dewayne.Hughes@icemiller.com |
| Correspondent Name: | Ice Miller |
| Address Line 1: | One American Square |

OP \$190.00 1306889

Address Line 2: Box 82001
Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:

11253.0056

NAME OF SUBMITTER:

Dewayne A. Hughes

Total Attachments: 7

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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST ("Release") is entered into as of this 28th day of June, 2004 by Key Corporate Capital Inc., a Michigan corporation, as administrative agent ("Secured Party"), as successor in interest to Society National Bank in favor of Magnequench International, Inc., a Delaware corporation ("MQI"), Magnequench, Inc., a Delaware corporation ("MI"), Magnequench UG, LLC, a Delaware limited liability company and successor to Magnequench UG, Inc. ("MUG"), and Magnequench NJ, LLC, a Delaware limited liability company and successor to Magnequench NJ, Inc. and Magnequench REB Assets, Inc. ("MNJ", herein collectively with MQI, MI and MUG, together with each of their respective successors and assigns, the "Debtors").

WHEREAS, pursuant to the Security Agreement and Conditional Assignment, by and among the Debtors and Society National Bank, dated September 29, 1995, and recorded with the U.S. Patent and Trademark Office on October 13, 1995 at Reel/Frame Nos. 7677/0654 and 1398/0788, the Debtors that granted Society National Bank a security interest and conditional assignment in all of Debtor's right, title, and interest in and to certain of Debtor's property, namely those patents listed on Exhibit A attached hereto and those registered trademarks listed on Exhibit B attached hereto (described therein as "Collateral"), to secure the payment of all of Debtor's obligations under a certain credit agreement between Debtor and Society National Bank (the "First Security Agreement");

WHEREAS, MI, MQI and MQH executed a certain Security Agreement for Patents and Trademarks dated August 25, 1999, in favor of Secured Party (the "Second Security Agreement") that granted Secured Party a security interest and conditional assignment in all of the right, title, and interest in and to certain of property of each of MI, MQI and MQH, (the "August Collateral"), to secure the payment of all of their respective obligations under the Second Amended and Restated Credit Agreement, dated as of August 25, 1999, by and among MI, MQI, MQH, Secured Party and the other lenders named therein and the other documents executed in connection therewith (the "Second Credit Agreement");

WHEREAS, MUG, MNJ and certain other former affiliates of the Debtors executed a certain Security Agreement for Patents and Trademarks and Conditional Assignment dated October 31, 2000 in favor of Secured Party (the "Third Security Agreement" and together with the First Security Agreement and the Second Security Agreements, the "Security Agreements") that granted Secured Party a security interest and conditional assignment in all of the right, title, and interest in and to certain property of each of MUG, MNJ and certain former affiliates, (the "December Collateral" and together with the August Collateral, the "Collateral"), to secure the payment of all of their respective obligations under the Third Amended and Restated Credit Agreement, dated as of December 13, 1999, as amended, by and among the Debtors, certain former affiliates of the Debtors, Secured Party and the other lenders named therein and the other documents executed in connection therewith (the "Third Credit Agreement");

WHEREAS, the Third Credit Agreement amended and restated the Second Credit Agreement in its entirety;

WHEREAS, Secured Party is the successor in interest of Society National Bank in said First Security Agreement, which was superseded and replaced in its entirety by the Second Security Agreement; and

WHEREAS, the Secured Party acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Third Credit Agreement have been made (other than those obligations that survive the termination thereof).

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

1. **Release of Security Interest.** In consideration of the foregoing, Secured Party hereby releases, without representation or warranty of any kind, all of its security interests in the Collateral, including but not limited to those security interests granted under each of the Security Agreements, and further releases and relinquishes Debtors, Debtors' respective directors, officers, employees, agents, servants, heirs, successors and assigns of and from any and all liability or claims relating to any of the Security Agreements (other than those obligations that survive the termination thereof).

2. **UCC Releases; Further Assurances.** Secured Party shall deliver to Debtors such UCC releases reasonably requested by the Debtors as are necessary to release the security interests held pursuant to any of the Security Agreements. In addition, Secured Party agrees that it will, from time to time and at the expense of Debtors, promptly execute and deliver all further releases, instruments and documents and take such further action as may be necessary or desirable or that Debtors may reasonably request in order to obtain the full and complete release of any security interest granted or purported to be granted to Secured Party pursuant to any of the Security Agreements.

3. **Governing Law.** This Release shall be deemed to have been made by Secured Party and accepted by Debtors in Cleveland, Ohio, and it shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflict of laws principles of any jurisdiction to the contrary.

[signatures page follows]

IN WITNESS WHEREOF, Secured Party and Debtors have caused this Release to be duly executed as of the date first above written.

SECURED PARTY:

Key Corporate Capital Inc., as administrative agent

By: _____

Title: _____

DEBTORS:

Magnequench International, Inc.

By: *Richard A. R.*

Title: President

Magnequench, Inc.

By: *Richard A. R.*

Title: President

Magnequench-UG, LLC

By: *Richard A. R.*

Title: President

Magnequench NJ, LLC

By: *Richard A. R.*

Title: President

TRADEMARK

REEL: 002880 FRAME: 0238

IN WITNESS WHEREOF, Secured Party and Debtors have caused this Release to be duly executed as of the date first above written.

SECURED PARTY:

Key Corporate Capital Inc., as administrative agent

By: *Mani S. Koduri*

Title: Designated Signer

DEBTORS:

Magnequench International, Inc.

By: _____

Title: _____

Magnequench, Inc.

By: _____

Title: _____

Magnequench UG, LLC

By: _____

Title: _____

Magnequench NJ, LLC

By: _____

Title: _____

Exhibit A

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|-------------|---|
| 1. 4496395 | High coercivity rare earth iron-magnets |
| 2. 4578242 | Metallothermic reduction of rare earth oxides |
| 3. 4710239 | Hot pressed permanent magnet having high and low coercivity regions |
| 4. 4741464 | Multiple orifice nozzle for jet casting rapidly solidified molten metal |
| 5. 4778542 | High energy ball milling method for making rare earth transition metal-boron permanent magnets |
| 6. 4781754 | Rapid solidification of plasma sprayed magnetic alloy |
| 7. 4792367 | Iron-rare earth-boron permanent magnets by hot working |
| 8. 4802931 | High energy product rare earth-iron magnet alloys |
| 9. 4829277 | Isotropic rare earth-iron field magnets for magnetic resonance imaging |
| 10. 4842656 | Anisotropic neodymium-iron boron powder with high coercivity |
| 11. 4844754 | Iron-rare earth-boron permanent magnets by hot working |
| 12. 4851058 | High energy product rare earth-iron magnet alloys |
| 13. 4859410 | Die upset manufacture to produce high volume fractions of RE-Fe-B type magnetically aligned material |
| 14. 4867809 | Method for making flakes or RE-Fe-B type magnetically aligned material |
| 15. 4881985 | Method for producing anisotropic RE-Fe-B type magnetically aligned material |
| 16. 4900374 | Demagnetization of iron-neodymium-boron type permanent magnets without loss of coercivity |
| 17. 4902361 | Bonded rare earth-iron magnets |
| 18. 4920009 | Method for producing laminated bodies comprising an RE-Fe-B type magnetic layer and a metal backing layer |
| 19. 4921551 | Permanent magnetic manufacture from very low coercivity crystalline rare earth-transition metal-boron alloy |
| 20. 4933025 | Method for enhancing magnetic properties of rare earth permanent magnets |
| 21. 4957668 | Ultrasonic compacting and bonding particles |
| 22. 4966633 | Coercivity in hot worked iron-neodymium-boron type permanent magnets |
| 23. 4966875 | Wear-resistant ceramic for casting rare earth alloys |
| 24. 4969961 | Sm-Fe-V magnet alloy and method of making same |
| 25. 5026438 | Method of making self-aligning anisotropic powder for magnets |
| 26. 5056585 | High energy product rare earth-iron magnet alloys |
| 27. 5085716 | Hot worked rare earth-iron-carbon magnets |
| 28. 5085828 | Cold press die lubrication |
| 29. 5093076 | Hot pressed magnet in open air presses |
| 30. 5129963 | Rare earth magnet alloys with excellent hot workability |
| 31. 5172751 | High energy product rare earth-iron magnet alloys |
| 32. 5174362 | High energy product rare earth-iron magnet alloys |

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| 33. 5178692 | Anisotropic neodymium-iron-boron powder with high coercivity and method for forming same |
| 34. 5201359 | Rapid solidification apparatus |
| 35. 5211766 | Anisotropic neodymium-iron-boron permanent magnets formed at reduced hot working temperatures |
| 36. 5272088 | Encapsulated oxidation-resistant iron-neodymium-boron permanent magnet particles |
| 37. 5314526 | Metallothermic reduction of rare earth fluorides |
| 38. 5314548 | Fine grained anisotropic powder from melt-spun ribbons |
| 39. 5352301 | Hot pressed magnets formed with anisotropic powders |
| 40. 5395458 | Method to enhance the thermomechanical properties of hot-formed magnets and magnets formed thereby |
| 41. 5395459 | Method for forming samarium-iron-nitride magnet alloys |
| 42. 5395695 | Encapsulated oxidation-resistant iron-neodymium-boron permanent magnet particles |
| 43. 5433795 | Fabrication of permanent magnets without loss in magnetic properties |
| 44. 5514224 | High remanence hot pressed magnets |

Exhibit B

| | | | | | | | |
|-------------------|----------|------------|------------|--------|---------|----------|------------|
| Serial #: | 73456827 | Filing Dt: | 12/12/1983 | Reg #: | 1306889 | Reg. Dt: | 11/27/1984 |
| Mark: MAGNEQUENCH | | | | | | | |
| Serial #: | 74215010 | Filing Dt: | 10/24/1991 | Reg #: | 1707644 | Reg. Dt: | 08/18/1992 |
| Mark: MQP | | | | | | | |
| Serial #: | 74215023 | Filing Dt: | 10/24/1991 | Reg #: | 1734515 | Reg. Dt: | 11/24/1992 |
| Mark: MQ3 | | | | | | | |
| Serial #: | 74215024 | Filing Dt: | 10/24/1991 | Reg #: | 1709840 | Reg. Dt: | 08/25/1992 |
| Mark: MQ2 | | | | | | | |
| Serial #: | 74215025 | Filing Dt: | 10/24/1991 | Reg #: | 1725261 | Reg. Dt: | 10/20/1992 |
| Mark: MQ1 | | | | | | | |
| Serial #: | 74231054 | Filing Dt: | 12/16/1991 | Reg #: | 1720017 | Reg. Dt: | 09/29/1992 |
| Mark: MAGNEQUENCH | | | | | | | |
| Serial #: | 74231059 | Filing Dt: | 12/16/1991 | Reg #: | 1741009 | Reg. Dt: | 12/22/1992 |
| Mark: MAGNEQUENCH | | | | | | | |

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