Form PTO-1594 (Rev. 03/05)
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06-21-2005

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

MRD 6-21-2005

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Bank of Nova Scotia

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other Canadian chartered bank

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Timminco Corporation
Internal Address:
Street Address: P.O. Box 1160, Station A
City: Toronto
State: Ontario
Country: Canada Zip: M5W1G5

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☑ Corporation Citizenship Delaware
☐ Other Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 18, 2005

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other Release of Trademarks

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
0550223 0638347 0722803

Additional sheet(s) attached? ☐ Yes ☑ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner
Internal Address: Suite 5800
Sears Tower
Street Address: 233 S. Wacker Drive
City: Chicago
State: IL Zip: 60606
Phone Number: 312/876-7628
Fax Number: 312/993-9767
Email Address: Linda.Kastner@LW.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 90.00

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: Linda R. Kastner — Signature

June 20, 2005 — Date

Linda R. Kastner — Name of Person Signing

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

06/22/2005 DBYRNE 00000055 0550223
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/22/2005 DBYRNE 00000056 0550223
01 FC:8523 120.00 OP

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of April 18, 2005 by The Bank of Nova Scotia, as Agent ("Bank of Nova Scotia").

WHEREAS, Bank of Nova Scotia and Timminco Corporation ("Assignor"), entered into that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of July 15, 1998;

WHEREAS, pursuant to the Trademark Security Agreement the Assignor granted Bank of Nova Scotia a security interest in, among other things, certain trademarks, tradenames, corporate names, company names, business names, fictitious business names, service marks, logos, trade styles, terms, designs and other business identifiers, and all registrations and recordings thereof, and all applications in connection therewith ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Assignor to Bank of Nova Scotia;

WHEREAS, Bank of Nova Scotia recorded the Trademark Security Agreement on August 21, 1998, at Reel 1775, Frame 0748 in the United States Patent and Trademark Office; and

WHEREAS, Assignor has requested that Bank of Nova Scotia release its security interests in the Trademarks.

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

Bank of Nova Scotia hereby fully releases, cancels and terminates all of Bank of Nova Scotia's rights, title, interest and liens in and on:

(a) all of Assignor's now existing or hereafter acquired right, title and interest in and to: all Trademarks, including, without limitation, all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared or appear and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Assignor's business connected with the use of or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Assignor against third parties for infringement of the Trademarks or of any license with respect thereto.

Bank of Nova Scotia further agrees, at the sole cost and expense of Assignor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

* * *

IN WITNESS WHEREOF, Bank of Nova Scotia has caused this Release of Trademarks to be duly executed as of the day and year first above written.

THE BANK OF NOVA SCOTIA

By: _____

Name: DAVID SMILES

Title: SENIOR MANAGER

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SCHEDULE I

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