

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortis Capital Corporation		06/21/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Western Sky Industries, Inc.		
Street Address:	12th Floor, East Tower		
Internal Address:	Centre Square, 1500 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19102		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1169940	AERO QUALITY	
Registration Number:	2040504	AERO QUALITY	
CORRESPONDENCE DATA			
Fax Number:	(248)258-1439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2482581318		
Email:	flynn@butzel.com, fox@butzel.com		
Correspondent Name:	Michael L. Flynn		
Address Line 1:	100 Bloomfield Hills Pkwy., Ste. 200		
Address Line 2:	Butzel Long		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Michael L Flynn		
Signature:	/michael l flynn/		

CH \$65.00 1169940

Date:

07/27/2005

Total Attachments: 14

source=0570_001#page1.tif

source=0570_001#page2.tif

source=0570_001#page3.tif

source=0570_001#page4.tif

source=0570_001#page5.tif

source=0570_001#page6.tif

source=0570_001#page7.tif

source=0570_001#page8.tif

source=0570_001#page9.tif

source=0570_001#page10.tif

source=0570_001#page11.tif

source=0570_001#page12.tif

source=0570_001#page13.tif

source=0570_001#page14.tif

RELEASE OF ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

WHEREAS, in an Assignment of Security Interest in United States Trademarks and Patents dated as of March 24, 1997, filed on April 2, 1997 and recorded in the Assignment Division of the United States Patent and Trademark Office at Reel No. 8430, Frame 0404 and at Reel No. 1570, Frame 0557 (the "Original Assignment"), Western Sky Industries, Inc., a Delaware corporation (the "Grantor"), with principal offices at 12th Floor, East Tower, Centre Square, 1500 Market Street, Philadelphia, PA 19102, granted to Mees Pierson N.V., New York Agency (the "Original Grantee"), with principal offices at 445 Park Avenue, New York, New York 10022 as Agent for itself and for the Lenders named from time to time (the "Lenders") in the Credit Agreement, dated as of March 24, 1997 (the "Credit Agreement") among Grantor, Original Grantee and the Lenders, a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached to the Original Assignment, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached to the Original Assignment, in each case together with (iii) all Proceeds (as such term is described in the Pledge and Security Agreement dated as of March 24, 1997, between Grantor and Original Grantee, as amended from time to time (the "Security Agreement")) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same. The Original Assignment is hereby incorporated herein by reference.

WHEREAS, the Original Grantee resigned as Agent under the Security Agreement and Second Grantee (as hereafter defined) was appointed as successor agent to Original Grantee; and

WHEREAS, in an Assignment of Security Interest in United States Trademarks and Patents dated as of November 20, 1997, filed on November 26, 1997 and recorded in the Assignment Division of the United States Patent and Trademark Office at Reel

No. 8753, Frame 0297 and at Reel No. 1645, Frame 0281 (the "Second Assignment"), the Original Grantee assigned to MeesPierson Capital Corp., a Delaware corporation, with its principal offices at 445 Park Avenue, New York, New York 10022 (the "Second Grantee") all of its rights, remedies and obligations under the Original Assignment and said security interest held by Original Grantee. The Second Assignment is hereby incorporated herein by reference.

WHEREAS, Fortis Capital Corp., a Connecticut corporation, with its principal offices at Three Stamford Plaza, 301 Tresser Boulevard, Stamford, Connecticut 06901-3239 ("Fortis"), merged with the Second Grantee as shown in the attached Certificate of Merger;

WHEREAS, the Original Assignment and the Second Assignment were made to secure the satisfactory performance and payment of all the Secured Obligations (as such term is defined the Security Agreement; the terms defined therein being used herein as therein defined);

WHEREAS, Fortis acknowledges payment in full in cash and/or full satisfaction of the Secured Obligations, and

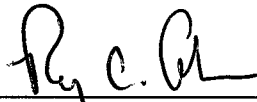
WHEREAS Grantor has requested that Fortis release its aforesaid security interest and Fortis has agreed to do so;

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, the receipt of which is hereby acknowledged, Fortis accordingly hereby releases in its entirety the security interest set forth in the aforesaid Second Assignment recorded on November 26, 1997 in the United States Patent and Trademark Office at Reel No. 8753, Frame 0297 and at Reel No. 1645, Frame 0281, and agrees that this RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS may be officially recorded in the United States Patent and Trademark Office as public notice of this Release.

A list of the Marks and Patents affected hereby is attached hereto as Schedules A and B together with the Certificate of Merger.


FORTIS CAPITAL CORP.

Date: 6/21/05

By: 

Name: Roy C. Andersen

Title: Executive Vice President
and General Counsel



Name: Jose Jimenez

Title: Corporate Controller

STATE OF Connecticut

COUNTY OF Fairfield

On this 21st day of June, 2005, before me personally came Roy C. Andersen, who, being by me duly sworn, did state as follows: that (s)he is the Executive Vice President & General Counsel of FORTIS CAPITAL CORP., that (s)he is authorized to execute the foregoing Release of Assignment on behalf of said corporation and that (s)he did so by authority of the Board of Directors of said corporation.

Deisi Rosas
Notary Public

DEISI ROSAS
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2005

STATE OF Connecticut

COUNTY OF Fairfield

On this 21st day of June, 2005, before me personally came Jose Jimenez, who, being by me duly sworn, did state as follows: that (s)he is the Corporate Controller of FORTIS CAPITAL CORP., that (s)he is authorized to execute the foregoing Release of Assignment on behalf of said corporation and that (s)he did so by authority of the Board of Directors of said corporation.

Deisi Rosas
Notary Public

DEISI ROSAS
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2005

SCHEDULE A

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Permanent magnet laminated rotor with conductor bars	4568846	2/4/1986

SCHEDULE B

TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
AERO QUALITY (stylized lettering)	1169940	9/22/1981
AERO QUALITY (block letters)	2040504	2/25/1997

CERTIFICATE OF MERGER

OF

FORTIS CAPITAL CORP.

AND

MESPIERSON CAPITAL CORP.

To the Secretary of the State
State of Connecticut

Pursuant to the provisions of the Connecticut Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following certificate of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging MeesPierson Capital Corp., a Delaware corporation ("MPCC"), with and into Fortis Capital Corp., a Connecticut corporation ("FCC"), as adopted by Unanimous Written Consent of the Board of Directors of MPCC and adopted by Unanimous Written Consent of the Board of Directors of FCC.

2. (a) With respect to MPCC, the designation, the number of outstanding shares, and the number of votes entitled to be cast by the sole shareholder entitled to vote on the said merger, are as follows:

- Designation of voting group: Common Stockholders
- Number of outstanding shares of voting group:
500 Shares
- Number of votes of voting group entitled to be cast
on the merger: 500

(b) The total number of votes cast for and against the merger by the sole voting group entitled to vote on the said merger is as follows:

- Designation of voting group: Common Stockholders
- Number of votes of voting group cast for the merger:
500 Shares

- Number of votes of voting group cast against the merger: No shares.

(c) The number of votes cast for the said merger was sufficient for the approval thereof by the said voting group.

3. (a) With respect to FCC, the designation, the number of outstanding shares, and the number of votes entitled to be cast by the sole shareholder entitled to vote on the said merger, are as follows:

- Designation of voting group: Common Stockholders
- Number of outstanding shares of voting group: 200 Shares
- Number of votes of voting group entitled to be cast on the merger: 200

(b) The total number of votes cast for and against the merger by the sole voting group entitled to vote on the said merger is as follows:

- Designation of voting group: Common Stockholders
- Number of votes of voting group cast for the merger: 200 Shares
- Number of votes of voting group cast against the merger: No shares.

(c) The number of votes cast for the said merger was sufficient for the approval thereof by the said voting group.

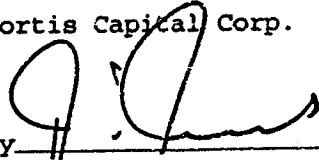
4. The merger of MPCC with and into FCC is permitted by the laws of Delaware, the jurisdiction of organization of MPCC, and has been authorized in compliance with said laws.


5. FCC will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Connecticut Business Corporation Act.

6. This Certificate of Merger shall be effective on
June 23, 2000.

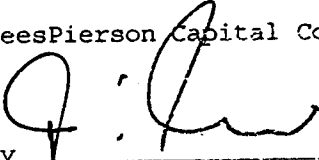
Executed on May 1, 2000

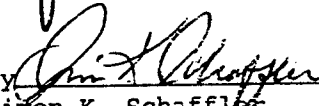
Fortis Capital Corp.

By 
John T. Connors
President & COO

By 
Simon K. Schaffler
Assistant Secretary

MeesPierson Capital Corp.

By 
John T. Connors
President & COO

By 
Simon K. Schaffler
Assistant Secretary

AGREEMENT AND PLAN OF MERGER adopted by MeesPierson Capital Corp., a business corporation organized under the laws of the State of Delaware, by resolution of its Board of Directors on May 1, 2000, and adopted by Fortis Capital Corp., a business corporation organized under the laws of the State of Connecticut, by resolution of its Board of Directors on May 1, 2000. The names of the corporations planning to merge are MeesPierson Capital Corp., a corporation organized under the laws of the State of Delaware, and Fortis Capital Corp., a business corporation organized under the laws of the State of Connecticut. The name of the surviving corporation into which MeesPierson Capital Corp. plans to merge is Fortis Capital Corp.

1. MeesPierson Capital Corp. and Fortis Capital Corp. shall, pursuant to the provisions of the laws of the State of Delaware and the provisions of the Connecticut Business Corporation Act, be merged with and into a single corporation, Fortis Capital Corp., which shall be the surviving corporation at the effective time and date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the Connecticut Business Corporation Act. The separate existence of MeesPierson Capital Corp., which is sometimes hereinafter referred to as the "non-surviving corporation", shall cease at the effective time and date of the merger in accordance with the laws of the jurisdiction of its organization.

2. The Certificate of Incorporation of the surviving corporation at the effective time and date of merger shall be the Certificate of Incorporation of said surviving corporation, and said Certificate of Incorporation shall continue in full force and effect until amended or changed in the manner prescribed by the provisions of the Connecticut Business Corporation Act.

3. The present bylaws of the surviving corporation shall be the bylaws of said surviving corporation and shall continue in full force and effect until amended or changed as therein provided and in the manner prescribed by the provisions of the Connecticut Business Corporation Act.

4. The directors and officers in office of the surviving corporation at the effective time and date of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their respective offices until the election and qualification of their successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. Each issued share of the non-surviving corporation shall, at the effective time and date of the merger, be converted into one share of the surviving corporation. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the effective time and date of the merger shall continue to represent one issued share of the surviving corporation.

6. The merger of the non-surviving corporation with and into the surviving corporation shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the non-surviving corporation, and the Agreement and Plan of Merger herein made and approved shall be submitted to the shareholders of the surviving corporation for their approval or rejection in the manner prescribed by the provisions of the Connecticut Business Corporation Act.

7. In the event that the merger of the non-surviving corporation with and into the surviving corporation shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the non-surviving corporation, and in the event that the Agreement and Plan of Merger shall have been approved by the shareholders entitled to vote of the surviving corporation in the manner prescribed by the provisions of the Connecticut Business Corporation Act, the non-surviving corporation and the surviving corporation hereby stipulate and agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Delaware and of the State of Connecticut, and that they will cause to be performed all necessary acts provided therein and elsewhere to effectuate the merger herein provided for.

8. The Board of Directors and the proper officers of the non-surviving corporation and of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver,

file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

9. The effective time of the Agreement and Plan of Merger, and the time when the merger therein agreed upon shall become effective, shall be June 23, 2000.

10. In accordance with the General Corporation Law of the State of Delaware and the Connecticut Business Corporation Act, at the time the merger becomes effective:

(i) the surviving corporation shall possess all the rights privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties, of each of MeesPierson Capital Corp. and Fortis Capital Corp.;

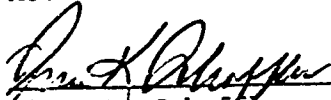
(ii) the surviving corporation shall assume and be liable for all the liabilities, obligations and penalties of each of MeesPierson Capital Corp. and Fortis Capital Corp.; and

(iii) all property, real, personal and mixed, including, without limitation, all debts due to either of MeesPierson Capital Corp. or Fortis Capital Corp. on whatever account, subscriptions for stock and things in action, belonging to each of such corporations shall be vested in the surviving corporation and all property, rights, privileges, powers and franchises, and all and every other interest, of each of such corporations shall be thereafter as effectually the property of the surviving corporation as they were of either MeesPierson Capital Corp. or Fortis Capital Corp.

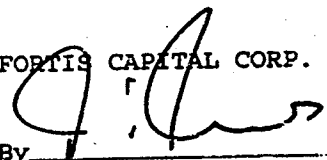
11. Notwithstanding the full adoption and authorization of this Agreement and Plan of Merger, this Agreement and Plan of Merger may be terminated at any time prior to the filing thereof or Certificates of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Connecticut in the event that the Board of Directors of MeesPierson Capital Corp. or the Board of Directors of Fortis Capital Corp. determines that it is desirable and in the best interests of their respective corporations to so terminate this Agreement and Plan of Merger.

IN WITNESS WHEREOF, this Agreement and Plan of Merger
is hereby signed and attested by each of the constituent
corporations parties thereto this 14th day of May, 2000.


Attest:


Simon K. Schaffler
Assistant Secretary

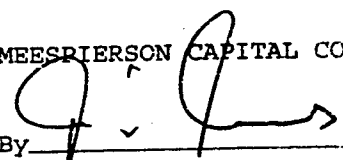
FORTIS CAPITAL CORP.


By _____
John T. Connors
President & COO

Attest:


Simon K. Schaffler
Assistant Secretary

MEESPIERSON CAPITAL CORP.


By _____
John T. Connors
President & COO