

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norwesco, Inc.		09/02/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital Canada, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1828033	NORWESCO	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	09/12/2005		

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Total Attachments: 7

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EXHIBIT A to Trademark Release and Reassignment

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
NORWESCO	1828033	03/29/1994

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 2, 2005, by MERRILL LYNCH CAPITAL CANADA, INC., as Administrative Agent (“Agent”).

WITNESSETH:

WHEREAS, Agent and NORWESCO, INC. a Minnesota Corporation (“NORWESCO”), were parties to that certain Trademark Security Agreement dated as of December 29, 2004 (the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which NORWESCO granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by NORWESCO to the financial institutions (collectively, the “Lenders”) from time to time party to that certain Credit Agreement dated as of December 29, 2004 by and among NORWESCO, Agent and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on January 24, 2005 at Reel 3017, Frame 0555; and

WHEREAS, NORWESCO has requested that Agent release its security interest in the Trademarks and reassign the same to NORWESCO;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of NORWESCO’s right, title and interest in and to all of the following (the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Exhibit A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including any claim by the NORWESCO against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the

goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

As used herein, the following terms shall have the following meanings:

“Trademark” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

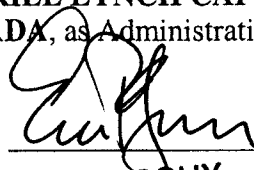
“Trademark License” means any agreement, whether written or oral, providing for the grant by or to NORWESCO of any right to use any Trademark.

2. Agent hereby reassigns, grants and conveys to NORWESCO, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of NORWESCO's business connected with the use of and symbolized by the Trademark Collateral.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

IN WITNESS WHEREOF, Administrative Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**MERRILL LYNCH CAPITAL
CANADA**, as Administrative Agent

By: 
Name: ERIC GIROUX
Title: VICE PRESIDENT
MERRILL LYNCH CAPITAL CANADA INC.

Trademark Release (Norwesco)(Canada)

**TRADEMARK
REEL: 003157 FRAME: 0674**

EXHIBIT A to Trademark Release and Reassignment (cont.)

Trademark Release and Reassignment #2 – Norwesco / MLC-CA

**TRADEMARK
REEL: 003157 FRAME: 0675**

EXHIBIT A to Trademark Release and Reassignment

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
NORWESCO	1828033	03/29/1994

Trademark Release and Reassignment #2 – Norwesco / MLC-CA

RECORDED: 09/12/2005

**TRADEMARK
REEL: 003157 FRAME: 0676**