

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank, not in its individual capacity but as Trustee | | 10/09/2006 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Foster Wheeler USA Corporation | | |
| Street Address: | Perryville Corporate Park | | |
| City: | Clinton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08809 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1021180 | PREP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)572-5128 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 4045722611 | | |
| Email: | vfitzpatrick@kslaw.com | | |
| Correspondent Name: | King & Spalding LLP | | |
| Address Line 1: | 1180 Peachtree Street | | |
| Address Line 2: | c/o Vandy F. Fitzpatrick | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Vandy F. Fitzpatrick | | |
| Signature: | /S/ Vandy F. Fitzpatrick | | |
| Date: | 10/09/2006 | | |

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Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, effective as of October 9, 2006, is made by Wells Fargo Bank, not in its individual capacity but as Trustee, ("WF"), in favor of Foster Wheeler USA Corporation ("FWC") as follows:

WITNESSETH

WHEREAS, pursuant to the Security Agreement, dated September 24, 2004 ("Security Interest"), and recorded with the U.S. Patent and Trademark Office on September 29, 2004 at Reel/Frame No. 2948/0072, FWC granted WF a security interest in its trademarks, trademark applications and registrations; all common law and other rights in and to the trademarks in the United States, any state thereof and all foreign jurisdictions; all goodwill symbolized by the trademarks; and all rights and interests pursuant to licenses or other contracts in favor of FWC pertaining to any trademark applications, trademark registrations or trademark rights ("Trademark Collateral");

WHEREAS, WF acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Security Agreement;

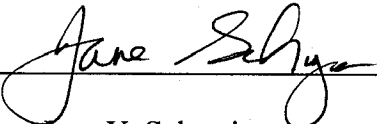
WHEREAS, FWC have requested that WF release its security interest in the Trademarks, as defined in the Security Agreement in connection with the termination of the Security Agreement (the "Released Collateral").

NOW, THEREFORE, in consideration of the foregoing, WF hereby RELEASES, without recourse, all of its security interest in the Trademarks, listed on Schedule A attached hereto and incorporated herein by reference, and any other collateral described in the Security Agreement.

WF agrees to provide FWC with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

IN WITNESS WHEREOF, WF has executed this Release as of the date first set forth above.

Wells Fargo Bank, National Association, not in its individual capacity but as Trustee

By: 
Name: Jane Y. Schweiger
Title: Vice President

Schedule A
to the Release of Security Interest in Trademark Collateral

Reel/Frame No. 3063/0737

| Trademark | Country | Application No. Application Date | Registration No. Registration Date |
|------------------|-----------------|---|---|
| PREP | U.S. Federal | 73013237 February 11, 1974 | 1021180 September 23, 1975 |