

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BAYERISCHE HYPO- UND VEREINSBANK AG, LONDON BRANCH		06/30/2006	LONDON BRANCH OF A GERMAN BANK: GERMANY

**RECEIVING PARTY DATA**

Name:	VAN DORN DEMAG CORPORATION
Street Address:	11792 ALAMEDA DRIVE
City:	STRONGSVILLE
State/Country:	OHIO
Postal Code:	44139
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	0730370	VAN DORN
Registration Number:	1456312	PATHFINDER
Registration Number:	2601787	CADENCE
Registration Number:	2537340	INTEGRA
Registration Number:	2546439	MOLDER ACTION NETWORK
Registration Number:	2673134	INT ELECT
Registration Number:	2654029	MOLDER ACTION NETWORK
Registration Number:	2670399	INTELECT
Registration Number:	2582412	CALIBER
Registration Number:	2968058	PRAXIS
Registration Number:	3103029	DEMAG PLASTICS GROUP
Serial Number:	78405664	VAN DORN DEMAG

**CH \$315.00 0730370**

CORRESPONDENCE DATA

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
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Correspondent Name: Scott Lyne  
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Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	766/135
NAME OF SUBMITTER:	Scott Lyne
Signature:	/SCOTT LYNE/
Date:	10/27/2006

Total Attachments: 7  
source=Release#page1.tif  
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**RELEASE AND TERMINATION OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

RELEASE AND TERMINATION dated June 30, 2006 (the "*Release and Termination*") made by Bayerische Hypo- und Vereinsbank AG, London Branch ("*HVB*") as security agent for the Senior Finance Parties under the Senior Facilities Agreement and as security agent for the Mezzanine Finance Parties under the Mezzanine Facility Agreement (the "*Security Agent*").

**PRELIMINARY STATEMENTS**

(1) On December 23, 2004, Van Dom Demag Corporation (the "*Grantor*") entered into a Senior Facilities Agreement with, among others, the Security Agent.

(2) On December 23, 2004, the Grantor entered into a Mezzanine Facility Agreement with, among others, the Security Agent.

(3) On January 31, 2005, the Grantor and others entered into a Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") in favor of the Security Agent for the ratable benefit of the Finance Parties. Terms defined in the Security Agreement and not otherwise defined in this Release and Termination are used in this Release and Termination as defined in the Security Agreement.

(4) Pursuant to the Security Agreement, the Grantor pledged to the Security Agent a security interest in, among other property, certain intellectual property of the Grantor pursuant to an Intellectual Property Security Agreement dated January 31, 2005 (the "*IP Security Agreement*") in favor of the Security Agent for the ratable benefit of the Finance Parties.

(5) The Security Agent confirms that the security interest granted by the Grantor pursuant to the IP Security Agreement made by the Grantor in favor of the Security Agent will be released pursuant to a global deed of release dated on or about the date hereof, between, among others, the Grantor and the Security Agent.

**NOW, THEREFORE:**

1. The Security Agent, for itself and the Finance Parties, hereby (i) releases and terminates the assignments and security interests granted by the Grantor under the IP Security Agreement to the Security Agent for the ratable benefit of the Finance Parties and (ii) reassigns, transfers and sets over to the Grantor all right, title and interest in and to the Collateral (as defined therein) of the Grantor granted to the Security Agent for the benefit of the Finance Parties under the IP Security Agreement, including without limitation:

(i) all copyrights including, without limitation, those listed in Schedule A hereto, all registrations, and recordings thereof, and all applications in connection therewith, including, without limitation, all registration, recordings and applications in the United States Copyright Office, and the right to obtain all renewals and extensions thereof (the "*Copyrights*");

(ii) all agreements naming the Grantor as licensor or licensee, which grant rights under a Copyright including, without limitation, those listed in Schedule A hereto;

(iii) all (A) patents including, without limitation, those referred to in Schedule B hereto, all reissues and extensions thereof and all goodwill associated therewith, (B) applications for patents, continuations and continuations-in-part thereof including, without limitation, those referred to in Schedule B hereto, and (C) rights to obtain any reissues, reexaminations and extensions of the foregoing (the "*Patents*");

(iv) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention or design covered in whole or in part by a Patent including, without limitation, those which are referred to in Schedule B hereto;

(v) (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, domain names and other source or business identifiers, including, without limitation, those which are listed in Schedule C hereto, (B) all goodwill associated therewith, 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 (C) the right to obtain all renewals thereof (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable United States federal law) (the "*Trademarks*");

(vi) any agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use and Trademark, including without limitation, those which are referred to in Schedule C hereto;

(vii) all rights to sue at law or in equity for any infringement, misappropriation, violation, breach or other impairment thereof, including the right to receive all proceeds and damages therefrom, and

(viii) any and all proceeds of or arising from any of the foregoing.

2. The Security Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

3. This Release and Termination shall be binding upon and inure to the benefit of the Security Agent, the Finance Parties and the Grantor and their respective successors and assigns.

4. This Release and Termination may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. This Release and Termination shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Security Agent has caused this Release and Termination to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BAYERISCHE HYPO- UND VEREINSBANK  
AG. LONDON BRANCH,  
as Security Agent

By: AOE B. Brunschweiler  
Name: Andrew Osborne      Beatrix Brunschweiler  
Title: officer                      Director

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**Schedule A  
to the Release and  
Termination**

**COPYRIGHTS AND COPYRIGHT LICENSES**

None.

LNDOS01/466699

**Schedule B  
to the Release and  
Termination**

**PATENT AND PATENT LICENSES**

<u>PATENT NO.</u>	<u>TITLE</u>	<u>PRODUCT(S) ON WHICH THE INVENTION IS USED</u>	<u>INVENTOR</u>	<u>SERIAL NO.</u>	<u>DATE FILED</u>	<u>DATE ISSUED</u>	<u>EXPIRES</u>
5,456,870	BARREL TEMPERATURE STATE CONTROLLER FOR INJECTION MOLDING MACHINE	All current controls	Bulgrin	247,082	5-20-94	10-10-95	5-20-14
5,493,503	CLAMP CONTROL FOR INJECTION MOLDING MACHINE	All current controls	Richards et al	296,658	8-26-94	2-20-96	8-26-14
5,513,115	CLAMP CONTROL FOR INJECTION MOLDING MACHINE	All current controls	Richards et al	518,249	8-23-95	4-30-96	8-23-15
6,089,849	CLAMP CONTROL FOR INJECTION MOLDING MACHINE	All hydraulic machines using electric screw drive	Bulgrin et al	09/032,090	2-27-98	7-18-00	2-27-18
6,299,427 B1	HYBRID INJECTION MOLDING MACHINE	All hydraulic machines using electric screw drive	Bulgrin et al	09/610,068	7-5-00	10-9-01	7-5-20
5,997,778	HYBRID INJECTION MOLDING MACHINE	All newer Pathfinder 3000 and 5000	Bulgrin	09/065,399	4-23-98	12-7-99	4-23-18
6,682,569	MODEL PREDICTIVE CONTROL APPARATUS AND METHODS FOR MOTION AND/OR PRESSURE CONTROL OF INJECTION MOLDING MACHINES.	All newer Pathfinder 3000 and 5000	Bulgrin Schuplin	09/967,731	9-29-01	1-27-04	7-23-22

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<u>PATENT NO.</u>	<u>TITLE</u>	<u>PRODUCT(S) ON WHICH THE INVENTION IS USED</u>	<u>INVENTOR</u>	<u>SERIAL NO.</u>	<u>DATE FILED</u>	<u>DATE ISSUED</u>	<u>EXPIRES</u>
6,516,441	ALIGNING DEVICE FOR VERTICAL INJECTION MOLDING MACHINE	New Vertical machine	Zakich	10/124,514	4-17-02	9-9-03	4-17-22
6,695,994	MELT PRESSURE OBSERVER FOR ELECTRIC INJECTION MOLDING MACHINE	All newer Pathfinder 3000 and 5000	Bulgrin Uhrain	09/968,357	9-29-01	2-24-04	8-10-22
6,722,875	VERTICAL INJECTION MOLDING MACHINE	New vertical machine	Ralph Zakich	10/124,515	4-17-02	4-20-04	10-8-22
D331,881	BOTTLE	Continuous injection blow molding machines	Lawrence Garver and Gregory L. Kimbrough	89428666	10-30-89	12-22-92	12-22-06
Pending Patent Application	OO CONTROL FOR INJECTION MOLDING MACHINE	All newer Pathfinder 3000 and 5000	Bulgrin	10/254,245	9-25-02	Not issued	Not issued

LND0C501/466699



**Schedule C  
to the Release and  
Termination**

**TRADEMARKS**

<u>Trademark Name</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class and Goods for Which the Trademark is Issued</u>
INTEGRA	76/069,544	6-12-00	2,537,340	2-5-02	7/Plastic Injection Molding Machines
MOLDER ACTION NETWORK (service mark)	76/104,196	8-4-00	2,546,439	3-12-02	42/Technical services and support for Plastic injection molding machines, parts and components thereof and related plastic processing equipment
MOLDER ACTION NETWORK (service mark)	76/324,087	8-22-01	2,654,029	11-26-02	35/Computerized online ordering services in the field of plastic injection molding machine parts and components and related processing equipment (in international class 035)
CADENCE	75/817,090	10-7-99	2,601,787	7-30-02	7/Plastic Injection Molding Machines
INTELECT	78/070,360	6-21-01	2,670,399	12-31-02	7/Plastic Injection Molding Machines
CALIBER	78/072,872	7-9-01	2,582,412	6-18-02	7/Plastic Injection Molding Machines
INTELECT (stylized)	76/290,572	7-27-01	2,673,134	1-7-03	7/Plastic Injection Molding Machines
PRAXIS	78/130,495	5-22-02	Pending Intent to Use	Not issued	7/Plastic Injection Molding Machines and Parts Thereof
PATHFINDER	73/642,374	2-2-87	1,456,312	9-8-87	9/Microprocessor-based control systems for plastic injection molding machines
VAN DORN	72/117,153	4-3-61	730,370	4-26-62	23/Plastic injection molding machines and presses and parts, accessories, and controls therefor
DEMAG PLASTICS GROUP	78/405,647	4-21-04	Pending	Pending	7/Plastic injection molding machines and presses and parts, accessories, and controls therefor
VAN DORN DEMAG	78/405,664	4-21-04	Pending	Pending	7/Plastic injection molding machines and presses and parts, accessories, and controls therefor

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