

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/29/2007	National Banking Association:
RECEIVING PARTY DATA			
Name:	Kingway Acquisition, LLC		
Street Address:	701 16th Avenue, East		
Internal Address:	Attn: Paul Neal		
City:	Springfield		
State/Country:	TENNESSEE		
Postal Code:	37172		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0728306	KING-WAY	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 836457		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$40.00 0728306

Date:

04/05/2007

Total Attachments: 3

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BANK OF AMERICA, N.A.
One South Wacker Drive, Suite 3400
Chicago, Illinois 60606

March 29, 2007

Wachovia Bank, National Association
1133 Avenue of the Americas
New York, New York 10036
Attn: Portfolio Administrator

Re: Inca Metal Products Corporation, Clymer Acquisition, Inc. and Kingway
Acquisition, Inc. (hereinafter collectively referred to as "Borrowers" and
individually as a "Borrower")

Gentlemen:

The undersigned, Bank of America, N.A., as Agent (the "Agent") for itself and certain Lenders (the "Lenders") under a certain Amended and Restated Loan and Security Agreement dated as of September 24, 2002 by and among Borrowers, Agent and Lenders (said Amended and Restated Loan and Security Agreement, as amended from time to time, the "Loan Agreement"), has been informed by Borrowers that Wachovia Bank, National Association ("you" or "New Lender") will be entering into a financing arrangement with Borrowers and Borrowers will be using the proceeds of certain loans made in connection therewith to pay in full all of the liabilities, obligations and indebtedness owing by Borrowers to Agent and Lenders under the Loan Agreement. If paid by 12:00 noon (Chicago time) on March 30, 2007, the amount necessary to pay all of the liabilities, obligations and indebtedness owing by Borrowers to the Agent and Lenders under the Loan Agreement is \$19,310,275.07, comprised of (i) \$19,120,739.88 in respect of principal, (ii) \$177,683.94 in respect of accrued interest and (iii) \$11,851.25 in respect of fees and expenses (collectively, the "Payoff Amount"). Such liabilities, obligations, and indebtedness would be increased by \$5,902.69 for each day after March 30, 2007 until the Payoff Amount is paid in full (the "Per Diem Amount").

This letter will confirm that, upon (i) the execution by Borrowers and you of the attached Indemnity and Release Agreement and delivery thereto to Agent and (ii) payment by wire transfer of the Payoff Amount, plus the Per Diem Amount, if any, to the following account (items (i) and (ii) are hereinafter referred to collectively as the "Payoff Conditions"):

Bank of America, N.A.
777 Main Street
Hartford, CT 06115
ABA #0260-0959-3
Acct. #9369337536
Reference: Bank of America Business Capital and
Inca Metal Products Corporation, Clymer Acquisition,
Inc. and Kingway Acquisition, Inc.

(a) each of the Loan Documents shall automatically terminate, (b) all liens and security interests of any kind of Agent, for the benefit of itself and Lenders, on and in any and all of the property of Borrowers and their subsidiaries, shall be deemed to be released and terminated and (c) Borrowers shall automatically be released and discharged from the obligations, claims and demands under each of the Loan Documents, except for (i) indemnification obligations that pursuant to the express terms of the Loan Documents survive payment of the Payoff Amount or that arise pursuant to the Indemnity and Agreement attached hereto and (ii) claims against any Borrower in connection within any bankruptcy or insolvency proceeding of any Borrower if and to the extent any payment or other transfer made by any Borrower to the Agent or any Lender on or prior to the fulfillment of the Payoff Conditions is avoided or otherwise rescinded, so that the Agent or such Lender is required pursuant to any final order of a court of competent jurisdiction to repay such payment or transfer. In the event that Agent receives funds in excess of the Payoff Amount plus the Per Diem Amount (if any) and the other Payoff Condition is satisfied, then Agent shall return such excess to the following account:

Wells Fargo Bank, NA
Account No.: 4121516389
ABA No.: 121000248
Account Name: Kingway Inca Clymer
Holdings, Inc.

Immediately after fulfillment of the Payoff Conditions (a) the undersigned will deliver to Borrowers, you or to such other party as Borrowers or you may direct (i) executed termination statements, mortgage releases and other releases pertaining to any liens and security interests of Agent, for the benefit of itself and Lenders, on and in any of the property of Borrowers and any of their subsidiaries, as Borrowers or you may reasonably request in connection with the above described release and termination of liens and security interests of Agent, for the benefit of itself and Lenders, on and in any of the property of Borrowers and of their subsidiaries and (ii) any property of any Borrower in the Agent's possession together with any power or similar documents associated therewith, (b) the undersigned, at Borrowers' expense, will take all such actions as Borrowers or you may reasonably request pertaining to the release and/or termination and/or assignment of any liens and security interests of Agent, for the benefit of itself and Lenders, on and in any of the property of Borrowers and any of their subsidiaries and (c) you or your designee are authorized by the Agent to file UCC-3 termination statements or assignments (without the signature of the Agent or any Lender) for each of the UCC filings related to any

liens and security interests of Agent, for the benefit of itself and Lenders, on and in any of the property of Borrowers and any of their subsidiaries.

Sincerely,

BANK OF AMERICA, N.A., as Agent

By: Robert J. Lind
Name: Robert J. Lind
Title: SVP

Consented and Agreed to this _____ day of _____, 2007

KINGWAY INCA CLYMER HOLDINGS,
INC.

By: James Lewis
Name: James Lewis
Title: President / CEO