

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 3418/0195		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse		07/30/2007	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Excel Mining Systems LLC		
Street Address:	600 Boyce Drive		
Internal Address:	P.O. Box 263		
City:	Bowerston		
State/Country:	OHIO		
Postal Code:	44695		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1436199	DOUBLE LOCK	
Registration Number:	1475626	HY TEC	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0286		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$65.00 1436199

Date:

07/30/2007

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, dated as of July 30, 2007, is made by CREDIT SUISSE, as Collateral Agent (the "Collateral Agent"), pursuant to the termination of the U.S. Pledge and Security Agreement, dated as of October 20, 2006 (the "Security Agreement"), by and among Excel Mining Systems LLC, a Delaware limited liability company (the "Grantor") and the Collateral Agent.

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement by and among the Grantor and the Collateral Agent, dated October 20, 2006 ("Trademark Security Agreement"), and recorded with the U.S. Patent and Trademark Office on October 30, 2006 at Reel/Frame No. 3418/0195, the Grantor granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

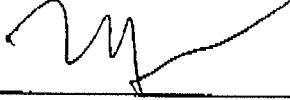
WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Intellectual Property in connection with the termination of the Security Agreement;

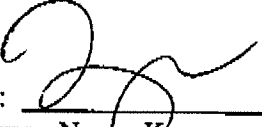
NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby RELEASES, without recourse, all of its security interest in the Intellectual Property listed on Schedule I attached hereto and incorporated herein by reference (the "Released Collateral") to the Grantor.

The Collateral Agent agrees to provide the Grantor with any additional authorization necessary to effect the release of its security interest in the Released Collateral.

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

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: 
Name: James Moran
Title: Managing Director

By: 
Name: Nupur Kumar
Title: Associate

[Release of Security Interest in Trademark Collateral]

SCHEDULE I

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	App. Number App. Date	Reg. Number Reg. Date	Grantor
DOUBLE LOCK	73614476 August 13, 1986	1436199 April 14, 1987	Excel Mining Systems LLC
HY TEC	73665940 June 11, 1987	1475626 February 9, 1988	Excel Mining Systems LLC