

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MassMutual Corporate Investors		12/07/2007	TRUST: MASSACHUSETTS
MassMutual Participation Investors		12/07/2007	TRUST: MASSACHUSETTS
C.M. Life Insurance Company		12/07/2007	CORPORATION: CONNECTICUT
Massachusetts Mutual Life Insurance Company		12/07/2007	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Maxon Corporation
<b>Street Address:</b>	201 East 18th Street
<b>City:</b>	Muncie
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47307
<b>Entity Type:</b>	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Serial Number:	71102778	PREMIX
Serial Number:	72123906	TUBE-O-FLAME
Serial Number:	72124574	OKADEE
Serial Number:	72161078	COMBUSTIFUME
Serial Number:	72184083	WIDE-RANGE
Serial Number:	72184084	MICRO-RATIO
Serial Number:	72199684	SAFE-T-OPEN
Serial Number:	72241486	AIRFLO
Serial Number:	72269766	MAXON
Serial Number:	72269767	MAXON

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Serial Number:	72269908	MAXON
Serial Number:	72269909	MAXON
Serial Number:	72269910	MAXON
Serial Number:	72294402	OVENPAK
Serial Number:	72318074	MAXON-OKADEE
Serial Number:	72327771	INFRAWAVE
Serial Number:	72367476	LINOFLAME
Serial Number:	72387741	MAXON
Serial Number:	72389932	MAXON
Serial Number:	72434884	VORTIFLARE
Serial Number:	72443919	MULTIFIRE
Serial Number:	72465543	FURNACEPAK
Serial Number:	73053623	ACTIONAIR
Serial Number:	73063372	AIRTRIPT
Serial Number:	73195223	OMNI-RATIO
Serial Number:	73236746	LO-NOX
Serial Number:	73260931	STO
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Serial Number:	73323057	INCINO-PAK
Serial Number:	73374986	SIMPLIFIRE
Serial Number:	73375073	RAMFIRE
Serial Number:	73375090	RANGER
Serial Number:	73400436	PRESSGARD
Serial Number:	73433193	KINEMAX
Serial Number:	73460012	FLO-FAX
Serial Number:	73467044	MEGAFIRE
Serial Number:	73483375	OXY-THERM
Serial Number:	74187726	CYCLOMAX
Serial Number:	74218300	VO2
Serial Number:	74315858	TUBE-O-THERM
Serial Number:	75001139	CROSSFIRE
Serial Number:	75119452	SMARTFIRE
Serial Number:	75144247	APX
Serial Number:	75214454	KINEDIZER
Serial Number:	76320534	SMARTLINK

Serial Number:

78119851

RADMAX

**CORRESPONDENCE DATA**

Fax Number: (317)713-3451

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 317-713-3451

Email: arollins@sommerbarnard.com

Correspondent Name: Amy A. Rollins, Paralegal

Address Line 1: Sommer Barnard PC

Address Line 2: One Indiana Square, Suite 3500

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:

MAXON

NAME OF SUBMITTER:

Amy A. Rollins, Paralegal

Signature:

/aar/

Date:

12/08/2007

**Total Attachments: 12**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 7<sup>th</sup>, 2007, from MassMutual Corporate Investors, a Massachusetts Business Trust, (the "Grantee") with a business address at 1500 Main Street, c/o Babson Capital Management LLC, Springfield, Massachusetts 01115, to Maxon Corporation, an Indiana corporation, (the "Grantor"), with a business address at 201 East 18th Street, Muncie, Indiana 47307.

WITNESSETH:

WHEREAS, pursuant to the Security and Pledge Agreement by and between the Grantor and the Grantee, dated as of September 30, 2004 (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 1, 2004, at Reel 2950 and Frame 0292; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks set forth on Schedule A hereto.
2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and be void.
3. Representations and Warranties. The Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination and Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
4. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Very truly yours,

*Jm I*

MassMutual Corporate Investors

By: *[Signature]*  
Name:

Title: Michael L. Klofas  
Vice President

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

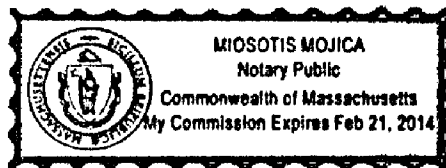
COMMONWEALTH OF MASSACHUSETTS )  
 )ss.:  
COUNTY OF HAMPDEN )

On this 28 day of November, 2007, before me personally appeared Michael A. Klofas to me known who, being by me duly sworn, did depose and say that he is the Vice President of MassMutual Corporate Investors and being authorized to do so executed the foregoing Termination and Release of Security Interest in Trademark Rights.

*[Signature]*  
Notary Public

My Commission Expires: February 21, 2014

(Affix Seal Below)



Schedule A

TM Serial # and Name	Filing Date	Registration #	Registration Date
71102778/PREMIX	4/6/1917	123258	10/22/1918
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72124574/OKADEE	7/24/1961	732640	6/12/1962
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72184083/WIDE-RANGE	1/6/1964	799880	12/7/1965
72184084/MICRO-RATIO	1/6/1964	792228	7/6/1965
72199684/SAFE-T-OPEN	8/11/1964	814273	9/6/1966
72241486/AIRFLO	3/21/1966	826873	4/4/1967
72269766/MAXON	4/21/1967	859813	11/5/1968
72269767/MAXON	4/21/1967	871465	6/17/1969
72269908/MAXON	4/24/1967	863381	1/14/1969
72269909/MAXON	4/24/1967	852164	7/9/1968
72269910/MAXON	4/24/1967	864459	2/4/1969
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72318074/MAXON-OKADEE	1/31/1969	879373	10/28/1969
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73195223/OMNI-RATIO	11/30/1978	1135640	5/20/1980
73236746/LO-NOX	10/26/1979	NONE	
73260931/STO	5/5/1980	1171051	9/29/1981
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73375073/RAMFIRE	7/16/1982	1245190	7/12/1983
73375090/RANGER	7/16/1982	NONE	
73400436/PRESSGARD	10/21/1982	1282254	6/19/1984
73433193/KINEMAX	7/5/1983	1308826	12/11/1984
73460012/FLO-FAX	1/9/1984	1308794	12/11/1984
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73483375 OXY-THERM	6/4/1984	1329441	4/9/1985
74187726/CYCLOMAX	7/23/1991	1749349	1/26/1993
74218300/VO2	11/4/1991	1783368	7/20/1993
74315858/TUBE-O-THERM	9/18/1992	1800072	10/19/1993
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75119452/SMARTFIRE	6/13/1996	2229318	3/2/1999
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75214454/KINEDIZER	12/17/1996	2184904	8/25/1998
76320534/SMARTLINK	10/3/2001	2765156	9/16/2003
78119851/RADMAX	4/5/2002	2890080	9/28/2004

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IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 7<sup>th</sup>, 2007, from MassMutual Participation Investors, a Massachusetts Business Trust, (the "Grantee") with a business address at 1500 Main Street, c/o Babson Capital Management LLC, Springfield, Massachusetts 01115, to Maxon Corporation, an Indiana corporation, (the "Grantor"), with a business address at 201 East 18th Street, Muncie, Indiana 47307.

WITNESSETH:

WHEREAS, pursuant to the Security and Pledge Agreement by and between the Grantor and the Grantee, dated as of September 30, 2004 (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 1, 2004, at Reel 2950 and Frame 0292; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks set forth on Schedule A hereto.
2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and be void.
3. Representations and Warranties. The Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination and Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
4. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

*gmj* MassMutual Participation Investors

By: *[Signature]*

Name:

Title: Michael L. Klofas  
Vice President

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

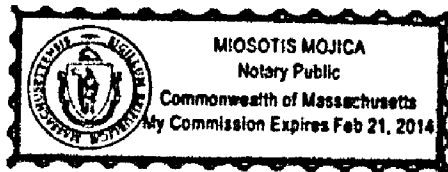
COMMONWEALTH OF MASSACHUSETTS )  
 )ss.:  
COUNTY OF HAMPDEN )

On this 28 day of November, 2007, before me personally appeared Michael L. Klofas to me known who, being by me duly sworn, did depose and say that he is the vice President of MassMutual Participation Investors and being authorized to do so executed the foregoing Termination and Release of Security Interest in Trademark Rights.

*[Signature]*  
Notary Public

My Commission Expires: February 21, 2014

(Affix Seal Below)





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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

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WITNESSETH:

WHEREAS, pursuant to the Security and Pledge Agreement by and between the Grantor and the Grantee, dated as of September 30, 2004 (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 1, 2004, at Reel 2950 and Frame 0292; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby acknowledges and agrees as follows:

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2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and be void.
3. Representations and Warranties. The Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination and Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
4. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

*gm* C.M. Life Insurance Company

By: Babson Capital Management LLC,  
as Investment Sub-Adviser

By: *[Signature]*  
Name:

Title: Michael L. Klofas  
Managing Director

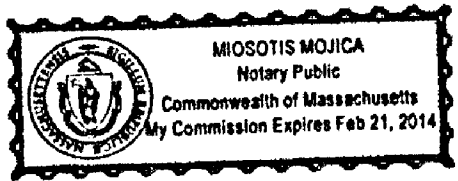
COMMONWEALTH OF MASSACHUSETTS )  
 )ss.:  
COUNTY OF HAMPDEN )

On this 28 day of November, 2007, before me personally appeared Michael L. Klofas to me known who, being by me duly sworn, did depose and say that he is the Managing Director of Babson Capital Management LLC, as Investment Sub-Adviser to C.M. Life Insurance Company and being authorized to do so executed the foregoing Termination and Release of Security Interest in Trademark Rights.

*[Signature]*  
Notary Public

My Commission Expires: February 21, 2014

(Affix Seal Below)



Schedule A

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WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks set forth on Schedule A hereto.
2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and be void.
3. Representations and Warranties. The Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination and Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
4. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

*ymj* Massachusetts Mutual Life Insurance Company

By: Babson Capital Management LLC,  
as Investment Adviser

By: *[Signature]*  
Name:  
Title: Michael L. Klofas  
Managing Director

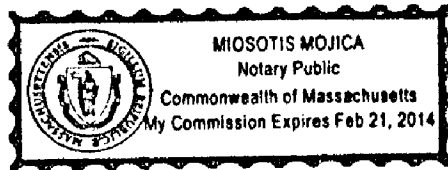
COMMONWEALTH OF MASSACHUSETTS )  
 )ss.:  
COUNTY OF HAMPDEN )

On this 28 day of November, 2007, before me personally appeared Michael L. Klofas to me known who, being by me duly sworn, did depose and say that he is the Managing Director of Babson Capital Management LLC as Investment Adviser to Massachusetts Mutual Life Insurance Company and being authorized to do so executed the foregoing Termination and Release of Security Interest in Trademark Rights.

*[Signature]*  
Notary Public

My Commission Expires: February 21, 2014

(Affix Seal Below)



Schedule A

TM Serial # and Name	Filing Date	Registration #	Registration Date
71102778/PREMIX	4/6/1917	123258	10/22/1918
72123906/TUBE-O-FLAME	7/13/1961	732495	6/5/1962
72124574/OKADEE	7/24/1961	732640	6/12/1962
72161078/COMBUSTIFUME	1/21/1963	760737	11/26/1963
72184083/WIDE-RANGE	1/6/1964	799880	12/7/1965
72184084/MICRO-RATIO	1/6/1964	792228	7/6/1965
72199684/SAFE-T-OPEN	8/11/1964	814273	9/6/1966
72241486/AIRFLO	3/21/1966	826873	4/4/1967
72269766/MAXON	4/21/1967	859813	11/5/1968
72269767/MAXON	4/21/1967	871465	6/17/1969
72269908/MAXON	4/24/1967	863381	1/14/1969
72269909/MAXON	4/24/1967	852164	7/9/1968
72269910/MAXON	4/24/1967	864459	2/4/1969
72294402/OVENPAK	3/28/1968	872145	7/1/1969
72318074/MAXON-OKADEE	1/31/1969	879373	10/28/1969
72327771/INFRAWAVE	5/20/1969	888280	3/24/1970
72367476/LINOFLEAME	8/7/1970	921141	9/28/1971
72387741/MAXON	4/19/1971	943567	9/26/1972
72389932/MAXON	5/5/1971	954932	3/13/1973
72434884/VORTIFLARE	9/7/1972	967533	9/4/1973
72443919/MULTIFIRE	12/15/1972	976377	1/8/1974
72465543/FURNACEPAK	8/13/1973	991373	8/20/1974
73053623/ACTIONAIR	5/29/1975	1030677	1/20/1976
73063372 AIRTRIPT	9/18/1975	1061454	3/15/1977
73195223/OMNI-RATIO	11/30/1978	1135640	5/20/1980
73236746/LO-NOX	10/26/1979	NONE	
73260931/STO	5/5/1980	1171051	9/29/1981
73286108/MAXIFLEX	11/17/1980	1177099	11/10/1981
73323057/INCINO-PAK	8/10/1981	1206097	8/24/1982
73374986/SIMPLIFIRE	7/16/1982	1241951	6/14/1983
73375073/RAMFIRE	7/16/1982	1245190	7/12/1983
73375090/RANGER	7/16/1982	NONE	
73400436/PRESSGARD	10/21/1982	1282254	6/19/1984
73433193/KINEMAX	7/5/1983	1308826	12/11/1984
73460012/FLO-FAX	1/9/1984	1308794	12/11/1984
73467044/MEGAFIRE	2/24/1984	1309894	12/18/1984
73483375 OXY-THERM	6/4/1984	1329441	4/9/1985
74187726/CYCLOMAX	7/23/1991	1749349	1/26/1993
74218300/VO2	11/4/1991	1783368	7/20/1993
74315858/TUBE-O-THERM	9/18/1992	1800072	10/19/1993
75001139/CROSSFIRE	10/3/1995	2045077	3/11/1997
75119452/SMARTFIRE	6/13/1996	2229318	3/2/1999
75144247/APX	8/2/1996	2246385	5/18/1999
75214454/KINEDIZER	12/17/1996	2184904	8/25/1998
76320534/SMARTLINK	10/3/2001	2765156	9/16/2003
78119851/RADMAX	4/5/2002	2890080	9/28/2004