

## 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
CapitalSource Finance LLC		12/13/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Foss Manufacturing Company, LLC		
Street Address:	11 Merrill Industrial Drive, PO Box 5000		
City:	Hampton		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03843		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1463589	STYTHERM	
Registration Number:	1464617	STYPLAST	
Registration Number:	1534284	HAWK II	
Serial Number:	73644616	ECONOPAK	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119-87		
NAME OF SUBMITTER:	Kristin Brozovic		

TRADEMARK

900095671

REEL: 003690 FRAME: 0735

CH \$115.00 1463589

Signature:

/Kristin Brozovic/

Date:

01/07/2008

Total Attachments: 4

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## **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "**Partial Release**") is made December 13, 2007 ("**Effective Date**") by and between **FOSS MANUFACTURING COMPANY, LLC**, having an address at 11 Merrill Industrial Drive, P.O. Box 5000, Hampton, NH 03843-5000 ("**Grantor**"), and **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company with its principal office at 4445 Willard Ave., 12<sup>th</sup> Floor, Chevy Chase, MD 20815 ("**Grantee**").

**WHEREAS**, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement and Collateral Assignment by Grantor in favor of Grantee dated as of May 5, 2006, effective April 30, 2006 (the "**IP Security Agreement**"), Grantor granted to Grantee a continuing security interest in and to, among other things, all of Grantor's right, title and interest in and to all of the trademarks, and the resulting United States trademark registrations therefor, set forth on Schedule I attached to such IP Security Agreement (collectively, the "**Trademarks**");

**WHEREAS**, the IP Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 18, 2006 at **Reel 3350, Frame 0519**; and

**WHEREAS**, Grantor has represented to Grantee that Grantor inadvertently included among the Trademarks certain trademarks which were not and are not owned by Grantor, which trademarks are specifically identified on **Schedule A** hereto (the "**Specified Trademarks**").

**WHEREAS**, in view of the foregoing, Grantor has requested that Grantee release the Specified Trademarks from the purported lien security interest in the Specified Trademarks granted by Grantor to Grantee and Grantee desires to honor such request by Grantor.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby terminates cancels, reconveys to the legal owner thereof, and releases, any and all security interests Grantor has or had or purported to have against the Specified Trademarks and against the right, title, and interest in and to the Specified Trademarks held by the legal owner thereof, and Grantee consents to the foregoing.

Grantee represents and warrants that it has the full power and authority to execute this Partial Release. Grantee shall take all further actions, and provide to Grantor, its successors or assigns all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments at Grantor's sole cost and expense), reasonably requested by Grantor to evidence the release of the security interest in the Specified Trademarks pursuant to this Partial Release, or to more fully and effectively effectuate the purposes of this Partial Release.

Except as expressly set forth herein with respect to the release of the Specified Trademarks, the IP Security Agreement and Grantee's lien and security interest in the Trademarks, remain in full force and effect.

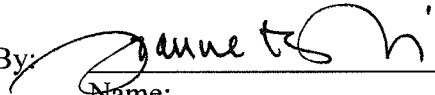
By its countersignature hereof, Grantor acknowledges and agrees to the foregoing and acknowledges and agrees that this Partial Release constitutes a Loan Document (as defined in the IP Security Agreement) that is subject to the choice of law, waiver of jury trial and other provisions set forth therein.

This Partial Release may be executed in any number of counterparts which, when taken together, shall be deemed to constitute one and the same original.

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**GRANTEE:**

**CAPITALSOURCE FINANCE LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Joanne Fungaroli  
Authorized Signatory

Acknowledged and Agreed  
by Grantor this \_\_\_\_ day of December, 2007:

**GRANTOR:**

**FOSS MANUFACTURING COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This Partial Release may be executed in any number of counterparts which, when taken together, shall be deemed to constitute one and the same original.

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**GRANTEE:**

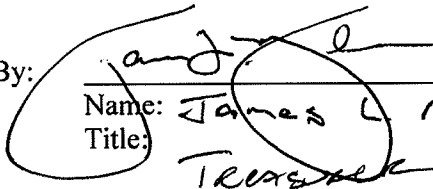
**CAPITALSOURCE FINANCE LLC**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed  
by Grantor this <sup>12th</sup>~~10th~~ day of December, 2007:

**GRANTOR:**

**FOSS MANUFACTURING COMPANY, LLC**

By:   
Name: James L. MAGRUDER  
Title: Treasurer

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS SUBJECT TO PARTIAL RELEASE**

<b>CTY</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Serial No.</b>	<b>Filing Date</b>
US	STYTHERM	1463589	11/03/1987	73644995	02/17/1987
US	STYPLAST	1464617	11/10/1987	73644996	02/17/1987
US	HAWK II	1534284	04/11/1989	73708810	02/01/1988
US	HAWK	1464616	11/10/1987	73644993*	02/17/1987

\*(incorrectly identified as 73644616 in Schedule I attached to the IP Security Agreement, such trademark also being released hereunder)