## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor as Merrill Lynch Capital Canada, Inc., as Agent and the Assignee as Norwesco, Inc. previously recorded on Reel 003157 Frame 0669. Assignor(s) hereby confirms the Release reassigns, grants and conveys to Norwesco, all of Agent's right, title and interest in the Trademark Collateral.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Canada, Inc., as Agent		09/02/2005	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Norwesco, Inc.	
Street Address:	4365 Steiner Street	
City:	St. Bonifacius	
State/Country:	MINNESOTA	
Postal Code:	55375	
Entity Type:	CORPORATION: MINNESOTA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	1828033	NORWESCO	

### **CORRESPONDENCE DATA**

Fax Number: (312)577-8756

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

Phone: 312-577-8348

Email: cheryle.stone@kattenlaw.com

Correspondent Name: Cheryle Stone c/o Katten Muchin

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-00295

NAME OF SUBMITTER: Cheryle A. Stone

TRADEMARK REEL: 003750 FRAME: 0975

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Signature:	/Cheryle A. Stone/
Date:	04/02/2008

#### Total Attachments: 10

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### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 09/12/2005 900031912

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SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE: Release and Reassignment						
CONVEYING PART	Y DATA					
Nam	18		Formerly Execution Date Entity Type			
Norwesco, Inc.				09/02/2005	CORPORATION: M	IINNESOTA
RECEIVING PARTY	DATA					
Name:	Merrill Lynch C	apital (	Canada, Inc.			]
Street Address:	222 North LaSa	lle Str	reet			]
City:	Chicago					
State/Country:	ILLINOIS					)
Postal Code:	60601	60601				
Entity Type:	CORPORATIO	N: DE	LAWARE			
Property Type Number  Registration Number: 1828033		er	Word Mark NORWESCO			
CORRESPONDENC			Norwelloo			
Fax Number:	(866)459-2	2899				
Correspondence wil	l be sent via US M	ail who	en the fax attempt is un	successful.		•
Phone:	202-783-2					. •
Email: pagodoa@federalresearch.com						
Correspondent Name: CBC Companies dba Federal Research  Address Line 1: 1030 Fifteenth Street, NW, Suite 920						
Address Line 2: attn: Penelope J.A. Agodoa			•			
Address Line 4:		-	STRICT OF COLUMBIA	20005		
NAME OF SUBMITT	ER:		Penelope J.A. Agodoa			
Signature:			/pja/			
Date:			09/12/2005			
Total Attachments: 7	•		•			

REEL: 003750 FRAME: 0977

**TRADEMARK** 

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FORM PTO-1594 U.S. DEPARTMENT OF RECORDATION FORM COVER SHEET (Rev. 6-93) Patent and Trademark OMB No. 0651-0011 (exp. 4/9) TRADEMARKS ONLY Tab settings □□□ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Norwesco, Inc. Merrill Lynch Capital Canada, Inc. Internal Address:-☐ Individual(s) Association Street Address: 222 North LaSalle Street General Partnership ☐ Limited Partnership X Corporation-State City: Chicago State: IL Zip: 60601 Other Individual(s) citizenship —— Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No ☐ Association ☐ General Partnership \_ 3. Nature of conveyance: Limited Partnership DE X Corporation State □ Assignment □ Merger □ Other ☐ Security Agreement ☐ Change of Name Release and Reassignment X Other If assignee is not domiciled in the United States, a **Execution Date:** September 2, 2005 Additional name(s) & address(es) attached? ☐ Yes ☑ No 4. Application number(s) or trademark A. Trademark Application No.(s) B. Trademark Registration 1828033 Additional numbers attached? No 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations Terese M. Schol I Name: 7. Total fee (37 CFR 3.41)----- \$ 40.00 Katten, Muchin Rosenman LLP Internal Address: ☑ Enclosed Authorized to be charged to deposit Street Address: 525 West-Monroe, Suite 1900

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9. Statement and signature.

Terese M. Scholl

Chicago

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true

of the original document.

State IL

Name of Person

8. Deposit account number:

September 6, 2005

(Attach duplicate copy of this page if paying by deposit account)

**Date** 

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

# EXHIBIT A to Trademark Release and Reassignment

**MARK** 

REGISTRATION NO.

**REGISTRATION DATE** 

**NORWESCO** 

1828033

03/29/1994

Trademark Release and Reassignment #2 - Norwesco / MLC-CA

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 2, 2005, by MERRILL LYNCH CAPITAL CANADA, INC., as Administrative Agent ("Agent").

### WITNESSETH:

WHEREAS, Agent and NORWESCO, INC. a Minnesota Corporation ("NORWESCO"), were parties to that certain Trademark Security Agreement dated as of December 29, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which NORWESCO granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by NORWESCO to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of December 29, 2004 by and among NORWESCO, Agent and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on January 24, 2005 at Reel 3017, Frame 0555; and

WHEREAS, NORWESCO has requested that Agent release its security interest in the Trademarks and reassign the same to NORWESCO;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its security interest in all of NORWESCO's right, title and interest in and to all of the following (the "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on **Exhibit A** hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all proceeds of the foregoing, including any claim by the NORWESCO against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the

goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, 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 (b) the right to obtain all renewals thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to NORWESCO of any right to use any Trademark.

2. Agent hereby reassigns, grants and conveys to NORWESCO, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of NORWESCO's business connected with the use of and symbolized by the Trademark Collateral.

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IN WITNESS WHEREOF, Administrative Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

MERRILL LYNCH CAPITAL

CANADA, as Administrative Agent

By:

Name: ERIC

Title:

MERRILL LYNCH CAPITAL CANADA INC.

Trademark Release (Norwesco)(Canada)

## **EXHIBIT A to Trademark Release and Reassignment**

**MARK** 

**REGISTRATION NO.** 

**REGISTRATION DATE** 

**NORWESCO** 

1828033

- 03/29/1994

Trademark Release and Reassignment #2 - Norwesco / MLC-CA

TRADEMARK

REEL: 003750 FRAME: 0984