

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
Silicon Valley Bank DBA Silicon Valley East		05/21/2008	California-Chartered Bank:
RECEIVING PARTY DATA			
Name:	Aleri Inc.		
Street Address:	180 N. Stetson, 42nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1820346	ATLAS	
Registration Number:	2525901	ATLASDOT	
Registration Number:	2525900	ATLASDASH	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kathryn Fugina c/o Willkie Farr & Gallag		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	116264.00009		
NAME OF SUBMITTER:	Kathryn M. Fugina		

CH \$90.00 1820346

Signature:

/kathrynmfugina/

Date:

06/04/2008

Total Attachments: 5

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SVB Silicon Valley Bank

A Member of SVB Financial Group

May 21, 2008

Aleri Group Inc.
Aleri Inc.
Two Prudential Plaza, 41st Fl
Chicago, IL 60601

We refer to the Amended and Restated Loan and Security Agreement dated as of August 15, 2007 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Aleri Group Inc., a Delaware corporation and Aleri Inc., a Delaware corporation (jointly, severally, and collectively, "Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower, in accordance with, and at the rates set forth in, the Loan Agreement, as of May 23, 2008 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$ 1,306,258.09
Interest (05/23/08)	\$ 5,481.63
Unused Fee	\$ 831.50
IP Release Fee	\$ 450.00
Legal Fees and Expenses	\$ 621.25
<u>Statement Fee</u>	<u>\$ (waived)</u>
Total Amount Owing	\$ 1,313,642.47

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$ 233.16. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes that collections received by Bank in the normal course of business from the account debtors of the Borrower are cleared by their respective banks. Borrower agrees to indemnify Bank for any and all checks or drafts returned to Bank by its banks as having been dishonored, for whatever reason. Promptly following receipt by Bank of any dishonored checks or drafts, regarding the Borrower, Bank will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to Bank.

This letter agreement confirms that Borrower has waived the right to seek any such additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
ABA Routing No.121140399
Account No.1130560

ATTN: Loan Processing
For further credit to: Loan # 1100158612 / 1100186371

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to Bank under the Loan Agreement and any other related loan and collateral security documents, including any cash management services agreements by and between Bank and Borrower (collectively, the "Loan Documents") shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security for such Obligations shall be fully released and terminated, (iv) the Subordination Agreements dated as of October 25, 2006, by and between Bank and each subordinated creditor of the Borrower who signed a Subordination Agreement, and (v) all other obligations of Borrower under or arising from the Loan Documents shall be deemed terminated; other than those obligations that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement; and provided, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived Obligations. Notwithstanding the foregoing, should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check.

Upon receipt of the Payoff Amount, (i) Bank authorizes Borrower and/or Borrower's agent to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower, (ii) Bank will return to Borrower (for the benefit of Borrower) all collateral it has in its possession, including promissory notes, certificates representing collateral and transfers thereof, (iii) Bank will execute terminations of control agreements (if any), (iv) Bank will execute terminations of Landlord Waivers (if any), (v) Bank will execute releases of all filings made in the US Copyrights Office and Patent and Trademark Office with respect to Intellectual Property owned by Borrower (and other loan parties) (if any), (vi) Bank will execute mortgage releases (if any), (vii) Bank will execute a Confirmation of Receipt of Full Payment of the Payoff Amount" (in the form attached hereto as Exhibit A), and (viii) in furtherance hereof, Bank agrees to promptly do all things presently or in the future, which may be reasonably requested by the Borrower to further effect and evidence or record the foregoing. All such agreements, documents, and instruments which are requested by Borrower to be delivered or filed by Bank on or after the Pay-Off Date shall be prepared at no cost or expense to Bank; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand. We agree to provide good and sufficient releases of any security interest we may hold.

This letter agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: *Stanice Galbraith*
Name: *Stanice Galbraith*
Title: *Relationship Manager*

Acknowledged by:

ALERI GROUP INC.

By: _____
Name: _____
Title: _____
Date: _____

ALERI INC.

By: _____
Name: _____
Title: _____
Date: _____

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO AMD COLLATERAL GROUP

FOR BANK USE ONLY

AMD COLLATERAL – RECEIVED _____

EXHIBIT A
CONFIRMATION OF RECEIPT OF FULL PAYMENT OF THE PAYOFF
AMOUNT

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of May __, 2008 (the "Payoff Letter") to Aleri Inc. and Aleri Group Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

1079874.3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:56 PM 05/23/2008
INITIAL FILING # 4176456 4
AMENDMENT # 2008 1793536
SRV: 080598717

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # File Number: 4176456 4 File Date: 6/25/04

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Aleri Inc.

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Silicon Valley Bank

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
116264-00012 BLS File With: Secretary of State - Delaware

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

RECORDED: 06/04/2008

TRADEMARK
REEL: 003789 FRAME: 0152