

07-25-2008



Form PTO-1594
(Rev. 10/02)
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TRADEMARKS ONLY

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

National City Bank

- ☐ Individual(s) ☒ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: 07/18/08

2. Name and address of receiving party(ies)

Name: Tecnocap LLC

Internal

Address: _____

Street Address: 1701 Wheeling Avenue

City: Glen Dale State: WV Zip: 26038

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other limited liability company

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,600,767

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melissa A. Kostorick, Paralegal

Internal Address: _____

Street Address: Thorp Reed & Armstrong, LLP
One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Jenifer S. Tarasi, Esquire
Name of Person Signing

Signature

July 21, 2008
Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 003823 FRAME: 0888

**RELEASE OF
SECURITY INTEREST IN U.S. TRADEMARK**

This RELEASE OF SECURITY INTEREST IN U.S. TRADEMARK, dated as of July 18, 2008 (this "Release"), is made and entered into by National City Bank, a national banking association (the "Bank") under that certain Patent, Trademark and Copyright Security Agreement, dated March 27, 2006 (the "IP Security Agreement"), made by Penn Wheeling Acquisition Company, LLC, a Delaware limited liability company (the "Grantor") in connection with that certain Loan Agreement, dated March 27, 2006, among the Grantor, the other Borrower (as defined in the Loan Agreement (as hereinafter defined)) party thereto, and the Bank party thereto (as amended, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

WHEREAS, pursuant to the IP Security Agreement, the Grantor granted to the Bank a Lien on all of such Grantor's right, title and interest in and to the registered trademark "CAPPLUG", registration number 2,600,767, recorded May 2, 2006 in the United States Patent and Trademark Office, at Reel/Frame: 003336/0736, as restated and recorded April 15, 2007 in the United States Patent and Trademark Office, at Reel/Frame 003527, 0799;

WHEREAS, the Bank has agreed to release, relinquish and discharge its right, title and interest in CAPPLUG;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby agrees as follows:

1. The Bank hereby releases, relinquishes and discharges in its entirety any and all Lien or security interest it has in CAPPLUG. All rights to CAPPLUG hereby revert to the Grantor.

2. The Bank hereby agrees, at the expense of the Grantor, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Grantor to effectuate, record or evidence the release of the Bank's security interest in CAPPLUG, as applicable.

3. The Bank authorizes and requests the United States Patent and Trademark Office to record this Release against CAPPLUG, as applicable.

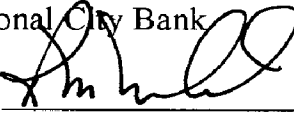
4. This Release shall be governed by the laws of the Commonwealth of Pennsylvania.

[Signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned
has executed and delivered this Release on the date written above.

National City Bank

By:



Name: R.M. Moorhead

Title: EVP