

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release and Discharge of Security Interest in Trademarks
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Calyon New York Branch		08/25/2008	Administrative Agent:

RECEIVING PARTY DATA

Name:	Kuhlman Electric Corporation
Street Address:	101 Kuhlman Boulevard
City:	Versailles
State/Country:	KENTUCKY
Postal Code:	40383
Entity Type:	CORPORATION: DELAWARE

Name:	KEC Acquisition Corporation
Street Address:	101 Kuhlman Boulevard
City:	Versailles
State/Country:	KENTUCKY
Postal Code:	40383
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	890836	K KUHLMAN
Registration Number:	786326	KUHLMAN
Registration Number:	1452966	TOROFORM
Registration Number:	1794750	ASSOCIATED ENGINEERING
Registration Number:	1761177	AE
Registration Number:	1767332	AE
Registration Number:	2385492	ACCUSLIP

CORRESPONDENCE DATA

900114538

**TRADEMARK
 REEL: 003841 FRAME: 0298**

CH \$190.00 890836

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Correspondent Name: Nancy A. Zoubek, Esq., Jones Day
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Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	478503-605001
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	08/25/2008

Total Attachments: 4
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**RELEASE AND DISCHARGE OF SECURITY INTEREST
IN TRADEMARKS**

THIS RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Interest Release and Discharge") dated August 25, 2008, is made by Calyon New York Branch, as administrative agent under the Credit Agreement and Trademark Agreement (each as defined below) (in such capacities, the "Administrative Agent") for the Lenders (as defined below) in favor of Kuhlman Electric Corporation, a Delaware corporation ("Kuhlman") and KEC Acquisition Corporation, a Delaware corporation ("KEC", KEC and Kuhlman, individually an "Obligor" and collectively, the "Obligors"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Credit Agreement (as is defined below).

PRELIMINARY STATEMENTS.

WHEREAS, Kuhlman, as borrower, and KEC and Subsidiaries of Kuhlman from time to time party there to, as guarantors, entered into that certain credit agreement, dated as of August 21, 2007, as amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement"), with the lenders from time to time a party thereto (collectively, the "Lenders") and the Administrative Agent for the Lenders (the Administrative Agent, in such capacity, and the Lenders are collectively referred to herein as the "Lender Group");

WHEREAS, the Obligors entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of August 21, 2007 (the "Trademark Agreement"), with Administrative Agent in order to secure the security interests granted to the Lender Group under the Security Agreement ;

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on September 25, 2007, at Reel/Frame 003627/0370; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in the Trademarks;

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

SECTION 1. Release and Discharge Security. The Administrative Agent hereby forever releases and discharges, on its behalf and on behalf of the Lender Group, without any representation, warranty, or recourse whatsoever, the security interest in and to Trademarks, including without limitation, the Trademarks listed on Schedule A attached hereto and made a part hereof and Trademark Licenses.

SECTION 2. Recordation. The Administrative Agent hereby authorizes and requests the Commissioner of Patents and Trademarks to record this Trademark Security Interest Release and Discharge.


SECTION 3. Governing Law. This Trademark Security Interest Release and Discharge shall be governed by, and construed in accordance with, the laws of the State of New York.

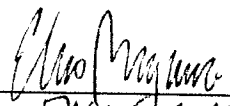
SECTION 4. Counterparts. This Trademark Security Interest Release and Discharge may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Administrative Agent has executed this Trademark Security Interest Release and Discharge or caused this Trademark Security Interest Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CALYON NEW YORK BRANCH,
as Administrative Agent

By: 
Name: MARK KONRATH
Title: MD

By: 
Name: ERIC S. GIVNER
Title: DIRECTOR

Schedule A

Trademarks in the name of Kuhlman Electric Corporation

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Registration</u>
890836	K Kuhlman and Design	05/12/1970
786326	Kuhlman	03/09/1965
1452966	Toroform	08/18/1987
1794750	Associated Engineering	09/28/1993
1761177	AE	03/30/1993
1767332	AE (Stylized)	04/27/1993
2385492	ACCUSLIP	09/12/2000