

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
Bank of America, National Association, Canada Branch		09/05/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Emco Corporation
Also Known As:	AKA Emco Limited
Street Address:	1108 Dundas St.
City:	London
State/Country:	CANADA
Postal Code:	N5W 3A7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78438787	MAINLINE
Serial Number:	78425628	MAINLINE
Serial Number:	78418278	MAINLINE
Registration Number:	1345940	ELAN

CORRESPONDENCE DATA

Fax Number: (519)660-7793
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 519-660-7792
 Email: stacey.bothwell@siskinds.com
 Correspondent Name: Stacey L. Bothwell
 Address Line 1: 680 Waterloo Street
 Address Line 4: London, CANADA N6A 3V8

DOMESTIC REPRESENTATIVE

CH \$115.00 78438787

Name: Nick Peterson
Address Line 1: 1776 K Street NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Nick Peterson
Signature:	/Nick Peterson/
Date:	11/25/2008

Total Attachments: 6
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September 5, 2008

Emco Corporation
1108 Dundas St.
London, Ontario
N5W 3A7
Attention: Vice-President, General Counsel & Secretary

Ladies and Gentlemen:

Reference is hereby made to the Loan and Security Agreement dated as of August 25, 2004 (as amended, the "Credit Agreement") by and among, *inter alia*, Bank of America, N.A., (acting through its Canada branch), as Agent for itself as Lender and as agent ("Agent") for the Lenders, Royal Bank of Canada, as Lender, and Emco Corporation, as Borrower (the "Borrower"). All capitalized terms used herein that are defined in the Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Other than the Excluded Liabilities (hereinafter defined), effective as of the date hereof, the amount of all indebtedness, liabilities and obligations outstanding under the Credit Agreement and the other Loan Documents are as follows (collectively, the "Obligations"):

- (a) \$0 of principal and \$15,807.84 of accrued interest in respect of the Revolving Loans;
- (b) U.S.\$0 of principal and U.S.\$846.25 of accrued interest in respect of the Revolving Loans; and
- (c) \$10,000 as legal fees to the Payoff Effective Time (hereinafter defined);

(total pay-off amount as of this date on the Obligations in the amount of \$25,807.84 and U.S.\$846.25, hereinafter referred to as the "Payoff Amount").

Payments received after 3:00 p.m. (Toronto time) shall be deemed to have been received on the following Business Day.

2. Upon receipt by the Agent (which the Agent shall confirm in writing to the Borrower) this day of (i) one or more wire transfers in immediately available funds in the amount of the Payoff Amount; and (ii) fully executed counterparts of this letter by each party designated on the signature pages hereto (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall have been satisfied is herein referred to as the "Payoff Effective Time");

- (a) all indebtedness of the Borrower for and in respect of credit extended under the Credit Agreement and the other Loan Documents shall be fully paid and discharged, except for (i) the debts, liabilities and obligations arising from the Letters of Credit set forth in Schedule "A" (collectively, the "Excluded Liabilities" and each, an "Excluded Liability"), and (ii) any indemnities and similar costs and expenses that by the terms of the Credit Agreement expressly survive the repayment of the Obligations and the termination of the Credit Agreement;
- (b) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Credit Agreement shall be terminated;
- (c) all guarantees, security interests, mortgages, hypothecs and other liens and charges granted to or held by the Agent and/or the Lenders as security for the indebtedness described in paragraph (a) above (whether or not under the Credit Agreement or the other Loan Documents, and whether or not any other obligations of any other Person are also secured thereby) shall be forever satisfied, released and discharged; and
- (d) all of the Loan Documents shall be terminated and be of no further force and effect, except as regards the Letters of Credit (as such term is defined in the Credit Agreement) constituting the Excluded Liabilities.

3. The Agent and Lenders will deliver to the Borrower such instruments of release and discharge pertaining to the guarantees, security interests, mortgages, hypothecs, liens and charges described in Section 2 above of the Agent and the Lenders in any of the property, real or personal, of the Borrower as the Borrower may reasonably request to evidence or reflect of public record, the release and discharge of all such guarantees, security interests, mortgages, hypothecs, liens and charges. In addition, the Agent and Lenders, hereby authorize Siskinds LLP, the Borrower or any of their agents, from and after the Payoff Effective Time, to file all personal property security financing change statements and such other appropriate releases and discharges as are necessary to effectuate, or reflect on public record, the release and discharge of the guarantees, security interests, mortgages, hypothecs, liens and charges described in Section 2 above as aforesaid. The Agent and Lenders will, from and after the Payoff Effective Time, deliver such other financing change statements and such other appropriate releases and discharges as the Borrower may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such guarantees, security interests, mortgages, hypothecs, liens and charges. All of the foregoing shall be at the expense of the Borrower, with no liability to the Agent or the Lenders, and with no representation or warranty by or recourse to the Agent or the Lenders.

4. The Payoff Amount shall be sent by wire transfer in immediately available funds to the Agent as follows:

Canadian \$ Funds:

Payment to: LVTS - Large Value Transaction System
For the Account of: Bank of America N.A.
Address: 200 Front Street West, Toronto, ON M5V 3L2
Transit No: 56792-241
Swift Code: BOFACATT
Account No: 90083 - 255
Reference: Emco Corporation
Attention: Loans Processing

U.S. \$ Funds:

Payment to: Bank of America International New York
Address: 335 Madison Avenue, New York, NY 10017
ABA No: 026009593
Swift Code: BOFAUS3N
For the Account of: Bank of America N.A.
Address: 200 Front Street West Toronto, ON M5V 3L2
Swift Code: BOFACATT
Account No: 65502-01805
Reference: Emco Corporation
Attention: Loans Processing

5. In order, as an accommodation by Bank of America, N.A. (acting through its Canada branch) ("BACAN") to the Borrower, to permit the Excluded Liabilities to continue and remain outstanding but without Royal Bank of Canada having any continuing liability therefor following the Payoff Effective Time, BACAN hereby releases, upon the Payoff Effective Time, Royal Bank of Canada from any and all of its obligations under its Commitments, Revolving Loans and deemed purchase of participations in Letters of Credit, including those comprising the Excluded Liabilities.

6. The Borrower agrees that, upon the Payoff Effective Time, the Agent, the Lenders and each of their respective officers, directors, employees, shareholders, agents and representatives (collectively, the "Released Parties") are released from any and all claims, obligations, rights, causes of action and liabilities, of whatever kind or nature, whether now known or unknown, whether foreseen or unforeseen, arising on or before the Payoff Effective Time, which the Borrower had or may have, for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Documents, other than those arising from the gross negligence or wilful misconduct of the Released Parties.

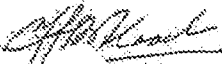
7. If the Payout Amount is not paid to the Agent in accordance with Section 4 hereof on the date hereof, the Payout Amount shall be adjusted and confirmed, as the case may be, as of the date of the actual payment thereof, by delivery of a written notice by the Agent to each of the other parties hereto.

This letter agreement shall become effective only when signed by the Agent and the Lenders and accepted by the Borrower in the space provided below. Delivery of an executed signature page of this letter agreement by facsimile shall be effective as delivery of a manually executed counterpart hereof.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO.

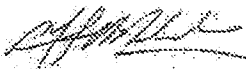
Very truly yours,

BANK OF AMERICA, N.A.
(acting through its Canada branch), as Agent

Per: 
Name: Medina Sales de Andrade
Title: Vice President

Accepted and agreed to as the date first written above.

BANK OF AMERICA, N.A.
(acting through its Canada branch), as
Lender

Per: 
Name: Medina Sales de Andrade
Title: Vice President

ROYAL BANK OF CANADA, as Lender
including as Swingline Lender

Per: _____
Name: _____
Title: _____

This letter agreement shall become effective only when signed by the Agent and the Lenders and accepted by the Borrower in the space provided below. Delivery of an executed signature page of this letter agreement by facsimile shall be effective as delivery of a manually executed counterpart hereof.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO.

Very truly yours,

BANK OF AMERICA, N.A.
(acting through its Canada branch), as Agent

Per: _____
Name:
Title:

Accepted and agreed to as the date first written above.

BANK OF AMERICA, N.A.
(acting through its Canada branch), as
Lender

Per: _____
Name:
Title:

ROYAL BANK OF CANADA, as Lender
including as Swingline Lender

Per: _____
Name:
Title:

MARIA LEWIS
AUTHORIZED SIGNATORY

EMCO CORPORATION

Per: _____

Name: Jaap Burgk

Title: Vice President, Finance

Per: _____

Name: Mark Whitley

Title: Vice President, General Counsel &
Secretary