

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Lien Trademark Security Release Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Andalex Resources, Inc.		
Street Address:	794 North "C" Canyon Road		
City:	East Carbon		
State/Country:	UTAH		
Postal Code:	84520		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2167285	ANDALEX	
Registration Number:	2167284		
Registration Number:	2734953	WEST RIDGE	
Registration Number:	2871414		
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-1059		
NAME OF SUBMITTER:	Rhonda DeLeon		

TRADEMARK

900146597

REEL: 004088 FRAME: 0556

OP \$115.00 2167285

Signature:	/Rhonda DeLeon/
Date:	10/30/2009
Total Attachments: 4 source=Executed_Third Lien Trademark Security Release#page1.tif source=Executed_Third Lien Trademark Security Release#page2.tif source=Executed_Third Lien Trademark Security Release#page3.tif source=Executed_Third Lien Trademark Security Release#page4.tif	

THIRD LIEN TRADEMARK SECURITY RELEASE AGREEMENT

This THIRD LIEN TRADEMARK SECURITY RELEASE AGREEMENT (the "**Trademark Security Release**") is made as of October 29, 2009, by CapitalSource Finance LLC as Collateral Agent (together with its permitted successors and assigns, the "**Collateral Agent**") for the benefit of the Secured Parties (together with their respective permitted successors and assigns, collectively, the "**Secured Parties**"), in favor of Andalex Resources, Inc. (together with its permitted successors and assigns, "**Grantor**") All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Pledge and Security Agreement (as defined below).

WHEREAS, Grantor entered into a Third Lien Pledge and Security Agreement dated as of August 9, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Pledge and Security Agreement**"), with the Collateral Agent and certain other parties as named therein;

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor has executed and delivered that certain Trademark Security Agreement (Third Lien) dated as of December 7, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Trademark Security Agreement**") pursuant to which Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on March 18, 2009 at Reel 3954 and Frame 0705; and

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Grantor's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantor hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby terminates and releases in its entirety its security interest in and lien on all of Grantor's right, title and interest in and to all of the following (the "**Trademark Collateral**"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the registrations referred to in Schedule A hereto,

(b) all extensions or renewals of any of the foregoing,

(c) all of the goodwill of the business connected with the use of and symbolized by the foregoing,

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and

(e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks any other applicable government officer record this Trademark Security Release.

SECTION 3. Execution in Counterparts. This Trademark Security Release may be executed and delivered (including by facsimile transmission) in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. **THIS TRADEMARK SECURITY RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CapitalSource Finance LLC, as Collateral Agent

By:


Name:

Title:

Christopher J. Blagg
Authorized Signatory

Schedule A

Andalex Resources, Inc.

U.S. Trademarks

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Serial No.</u>
ANDALEX	June 23, 1998	2167285	75262770
ANDALEX (design only)	June 23, 1998	2167284	75262769
WEST RIDGE	July 8, 2003	2734953	78163916
WEST RIDGE (design only)	August 10, 2004	2871414	78163928