

**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, N.A.		12/07/2009	National Association: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Connell Limited Partnership
Street Address:	One International Place Fort Hill Square
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Yuba Heat Transfer LLC
Street Address:	2121 North 161st East Avenue
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3315141	ECOLAIRE
Registration Number:	3322139	ECOLAIRE
Registration Number:	3315140	ECOLAIRE
Registration Number:	3322138	ECOLAIRE
Registration Number:	2768538	HEMILOK
Registration Number:	2480400	Y
Registration Number:	1405267	YUBA

CH \$190.00 3315141

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	152670/24
NAME OF SUBMITTER:	Elaine D. Ziff
Signature:	/eziff/
Date:	12/08/2009
Total Attachments: 4 source=nyc3-726649-1#page1.tif source=nyc3-726649-1#page2.tif source=nyc3-726649-1#page3.tif source=nyc3-726649-1#page4.tif	

**RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE  
AGREEMENT**

This RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Release") dated as of December 7, 2009 is by BANK OF AMERICA, N.A. (as assignee of Fleet Capital Corporation), as agent (the "Agent") acting for and on behalf of itself and other lending institutions which are parties to the Third Amended and Restated Revolving Credit Agreement, dated as of September 11, 2007, by and among Connell Limited Partnership, a Delaware limited partnership ("Parent"), Yuba Heat Transfer LLC, a Delaware limited liability company (the "Company"), the Agent, Bank of America N.A. and the other lending institutions party thereto, and Bank of America N.A., as Issuing Bank, as amended (the "Credit Agreement"), in favor of the Parent and the Company (together, "Assignee")

WHEREAS, pursuant to the terms of the (i) Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of September 11, 2007, by and between the Company and the Agent, recorded in the U.S. Patent and Trademark Office (the "PTO"), at Reel 3619/ Frame 0442, (ii) Trademark Collateral Security and Pledge Agreement, dated as of December 19, 2005, by and between the Company and the Agent, recorded in the PTO at Reel 3215/Frame 0001, and (iii) Trademark Collateral Security and Pledge Agreement, dated as of October 30, 2001, by and between the Parent and Fleet Capital Corporation, recorded in the PTO at Reel 2419/Frame 0038 (collectively, the "Trademark Security Agreements"), the Assignee granted a continuing security interest in, first priority lien upon, and pledged, mortgaged and granted, assigned, transferred, conveyed and set over a conditional assignment of the Pledged Trademarks (as defined in the Trademark Security Agreements), including but not limited to, the registered and applied-for trademarks set forth on Schedule A hereto, as security for the performance in full of the Obligations under or in respect of the Credit Agreement;

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release have the meanings provided in the Trademark Security Agreements.


SECTION 2. Release of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent for itself and the other lending institutions which are parties to the Credit Agreement, hereby assigns to and releases the Assignee from the continuing security interest in, first priority lien upon, and conditional assignment of, all of the Assignee's right, title and interest in, to and under the Pledged Trademarks including, without limitation, the Pledged Trademarks set forth on Schedule A hereto.

SECTION 3. Release of the Trademark Security Agreements. This Release has been executed and delivered by the Agent for the purpose of documenting the foregoing release for purposes of recording same in the PTO.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

**Bank of America, N.A.**, as assignee of Fleet  
Capital Corporation

By:   
Name:  
Title: Its Duly Authorized Signatory

**SCHEDULE A**

*Trademarks:*

Mark	Jurisdiction	Application No.	Registration No.
ECOLAIRE	U.S.	76/652,754	3,315,141
ECOLAIRE	U.S.	76/662,377	3,322,139
ECOLAIRE (Stylized)	U.S.	76/652,752	3,315,140
ECOLAIRE (Stylized)	U.S.	76/662,376	3,322,138
HEMILOK	U.S.	75/803,892	2,768,538
Y & Design (Globe)	U.S.	75/592,764	2,480,400
YUBA	U.S.	73/536,635	1,405,267