

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., as Collateral Agent		05/28/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CMI Octagon, Inc.		
Street Address:	1100 Ridgeway Loop Road		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38120		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2279704	OCCUNET	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	john.flynn@federalresearch.com		
Correspondent Name:	Sakina Karkat		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	455647		
NAME OF SUBMITTER:	John Flynn		
Signature:	/JF/		
Date:	06/09/2010		

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Total Attachments: 5

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):

Bank of America, N.A., as Collateral Agent

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other N.A.

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Release

Execution Date: 05/28/2010

2. Name and address of receiving party(ies)

Name: CMI Octagon, Inc.

Internal

Address: _____

Street Address: 1100 Ridgeway Loop Road

City: Memphis State: TN Zip: 38120

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Virginia
 Other _____

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) None

B. Trademark Registration No.(s) 2,279,704

Additional number(s) attached Yes No

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

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

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

- Enclosed
 Authorized to be charged to deposit account

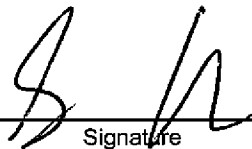
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Sakina Karkat

Name of Person Signing


Signature

June 4, 2010

Date

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

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

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "**Release**") is made as of May 28, 2010 ("**Effective Date**") by and between CMI Octagon, Inc. ("**Grantor**"), and Bank of America, N.A. and its successors, assigns and other legal representatives ("**Grantee**").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement, dated as of January 31, 2006, as amended, restated, amended and restated, modified or supplemented from time to time, by and between the Grantors party thereto and Grantee (the "**Security Agreement**"), Grantor granted to Grantee a continuing security interest in and to all of its right, title and interest in and to its Intellectual Property Collateral, including, without limitation, the Trademark Collateral (as defined in the Trademark Security Agreement (as defined below)), including, without limitation, the trademark registration set forth on Schedule A hereto together with the goodwill associated therewith (capitalized terms used herein without definition are used as defined in the Security Agreement);

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Grantor, certain of its affiliates and Grantee entered into a Trademark Security Agreement, dated as of December 26, 2006 (the "**Trademark Security Agreement**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") at Reel 3465, Frame 0253 on January 19, 2007; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby states as follows:

1. **Trademark Collateral.** The term Trademark Collateral, as used herein shall mean: all of Grantor's right, title and interest in and to (a) each U.S. Trademark owned by the Grantor, including, without limitation registrations and applications for registration, renewals and extensions thereof, and each U.S. Trademark registration and application therefor referred to in Schedule A hereto (provided that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and (b) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and equitable relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and relief.

2. **Release of Security Interest.** Grantee hereby terminates the Security Agreement and the Trademark Security Agreement, and hereby terminates, cancels, re-pledges,

reassigns and releases any and all security interests it has against the Trademark Collateral together with the goodwill associated therewith.

3. Assignment of Rights. If and to the extent Grantee has acquired any right, title or interest to any of the Trademark Collateral or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

4. Further Assurances. Grantee shall take all further actions, reasonably acceptable to Grantee, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A., as Collateral Agent

By: J B M H

Name: James B. Meanor II
Senior Vice President

Title: _____

[Trademark Lien Release - CMI Octagon, Inc.]

Schedule A
TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
CMI Octagon, Inc.	Occunet	2,279,704