

# 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
Wachovia Bank, National Association, as Administrative Agent		07/30/2007	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Chromalox, Inc.		
Street Address:	103 Gamma Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2719709	INTELLITHERM	
Registration Number:	2713936	VERSATHERM	
Registration Number:	2681654	INTELLITRACE	
Registration Number:	2854103	FASTSHIP	
Registration Number:	2171175	RAPID-TRACE	
Registration Number:	1725680	WIEGAND	
Registration Number:	1681885	CHROMASOFT	
Registration Number:	1674122	CHROMATRACE	
Registration Number:	1674011	WIEGAND	
Registration Number:	1678395	WIEGAND	
Registration Number:	1443000	SAFE-T-WRAP	
Registration Number:	0892899	CHROMALOX	
Registration Number:	0507574	FINSTRIP	

CH \$415.00 2719709

900170145

TRADEMARK  
 REEL: 004266 FRAME: 0349

Registration Number:	0651689	U-RAD
Registration Number:	0560678	THERMWIRE
Registration Number:	0318138	CHROMALOX

#### CORRESPONDENCE DATA

Fax Number: (213)430-6407

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (213) 430-8308

Email: sgordon@omm.com

Correspondent Name: Shari L. Gordon

Address Line 1: 400 S. Hope Street

Address Line 2: 18th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	153,732-4
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	08/24/2010

#### Total Attachments: 4

source=Payoff Letter from Wachovia - Chromalox#page1.tif

source=Payoff Letter from Wachovia - Chromalox#page2.tif

source=Payoff Letter from Wachovia - Chromalox#page3.tif

source=Payoff Letter from Wachovia - Chromalox#page4.tif



WACHOVIA SECURITIES

July 30, 2007

VIA TELECOPY

Chromalox, Inc.  
c/o J.P. Morgan Partners, LLC  
103 Gamma Drive  
Pittsburgh, PA 15238  
Attention: Mr. Edward Cumberlandge  
Telecopier: (412) 967-3800  
Telephone: (412) 967-5148

Re: Credit Agreement dated as of December 7, 2001 (as amended, the "Credit Agreement") by and among Chromalox, Inc., f/k/a Heat Acquisition Corp. (the "Company"), the lenders thereto and Wachovia Bank, National Association, as Administrative Agent for the Lenders

Dear Mr. Cumberlandge:

Reference is made to the Credit Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to those terms in the Credit Agreement.

The Company has advised the Administrative Agent that the Company will pay to the Administrative Agent all of the obligations (collectively, the "Obligations") outstanding under the Credit Agreement and the agreements, instruments and other documents executed in connection with the Credit Agreement (collectively, the "Loan Documents") on the condition that:

- (i) the Loan Documents shall be terminated; and
- (ii) all liens and security interests (collectively, the "Liens") granted by the Company and/or the Guarantors (as defined in the Credit Agreement) are released and terminated of record.

This will confirm that the Administrative Agent, on behalf of the Lenders, agrees that upon its receipt of: (a) the Payoff Amount (as defined below), in immediately available funds, no later than 3:00 p.m., E.T. on July 31, 2007; (b) the Backing Letter of Credit (as defined below); (c) the Cash Collateral Letter (as defined below) executed by the Company; and (d) the Side Letter (as defined below) executed by the Company:

Wachovia Securities  
301 South College Street  
Charlotte, NC 28268  
Tel: 704.333.3333  
Fax: 704.333.3333  
www.wachovia.com

PHILIP-20060803

- (i) all of the Liens granted by the Obligors shall be deemed released and shall be of no further force or effect;
- (ii) the Obligors and their respective designees are authorized to file UCC terminations, satisfactions of mortgages and/or other releases to evidence the Administrative Agent's release of the Liens;
- (iii) except for indemnification obligations that by their express terms survive, the Obligors are released from all Obligations under the Loan Documents and the Loan Documents are terminated; and
- (iv) the Administrative Agent will deliver to the Company (or its designee) all original possessory collateral, including but not limited to, all stock certificates and promissory notes, held by the Administrative Agent.

For purposes hereof, the "Payoff Amount" shall mean \$36,957,224.20, consisting of the following:

Principal:	\$36,911,644.87
Interest:	\$ 31,118.15
Letter of Credit Fees:	\$ 6,783.34
Unutilized/Commitment Fee:	\$ 1,677.84
Legal Fees:	\$ <u>6,000.00</u>
Total	\$36,957,224.20

If payment in full of the Payoff Amount is not received by 3:00 p.m., E.T. on July 31, 2007, a per diem amount will be payable for each day thereafter in the amount of \$10,150.26 (the "Per Diem Amount"). The Per Diem Amount is based, in part, upon the LIBOR Rate of interest of the Administrative Agent (the "LIBOR Rate") in effect as of the date of this letter agreement. If subsequent to the date of this letter agreement the LIBOR Rate increases, the Administrative Agent reserves the right to increase the Per Diem Amount to reflect such change. This payoff letter shall remain effective until 3:00 p.m., E.T. on August 1, 2007.

Payment of the Payoff Amount (other than the Legal Fees), together with any Per Diem Amount, should be made to the Bank by way of wire transfer in immediately available funds directed as follows:

Wachovia Bank  
ABA# 053000219  
Acct Name: Heat Acquisition/Chromalox  
Acct # 1459670001944

Payment of the Legal Fees should be made to Bank's counsel by way of wire transfer in immediately available funds delivered as follows:

Mellon Bank N.A.  
Philadelphia, PA  
ABA Number: 031000037  
Swift Code: MELNUS3P (International)  
Account #2-022-986

For purposes hereof: (a) the "Backing Letter of Credit" shall mean an original standby letter of credit in the face amount of \$1,985,509.05 issued by a financial institution acceptable to the



### TRADEMARK SCHEDULE

<b>Trademark</b>	<b>Current Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
INTELLITHERM	Chromalox, Inc.	2719709	05/27/2003	Registered
VERSATHERM	Chromalox, Inc.	2713936	05/06/2003	Registered
INTELLITRACE	Chromalox, Inc.	2681654	01/28/2003	Registered
FASTSHIP	Chromalox, Inc.	2854103	06/15/2004	Registered
RAPID-TRACE	Chromalox, Inc.	2171175	07/07/1998	Registered
WIEGAND	Chromalox, Inc.	1725680	10/20/1992	Registered
CHROMASOFT	Chromalox, Inc.	1681885	04/07/1992	Registered
CHROMATRACE	Chromalox, Inc.	1674122	02/04/1992	Registered
WIEGAND	Chromalox, Inc.	1674011	02/04/1992	Registered
WIEGAND	Chromalox, Inc.	1678395	03/10/1992	Registered
SAFE-T-WRAP	Chromalox, Inc.	1443000	06/16/1987	Registered
CHROMALOX	Chromalox, Inc.	0892899	06/16/1970	Registered
FINSTRIP	Chromalox, Inc.	0507574	03/15/1949	Registered
U-RAD	Chromalox, Inc.	0651689	09/17/1957	Registered
THERMWIRE	Chromalox, Inc.	0560678	06/24/1952	Registered
CHROMALOX	Chromalox, Inc.	0318138	10/16/1934	Registered