

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
First Union National Bank (n/k/a/ Wachovia Bank), as Administrative Agent		07/30/2007	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Chromalox, Inc. (f/k/a/ Heat Acquisition Corp.)		
Street Address:	103 Gamma Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0892899	CHROMALOX	
Registration Number:	0318138	CHROMALOX	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$65.00 0892899

900170147

**TRADEMARK
 REEL: 004266 FRAME: 0355**

Signature:	/Shari L. Gordon/
Date:	08/24/2010
Total Attachments: 4 source=First Union Bank Release - Chromalox#page1.tif source=First Union Bank Release - Chromalox#page2.tif source=First Union Bank Release - Chromalox#page3.tif source=First Union Bank Release - 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 Cumberledge
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., *l/k/a* Heat Acquisition Corp. (the "Company"), the lenders thereto and Wachovia Bank, National Association, as Administrative Agent for the Lenders

Dear Mr. Cumberledge:

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:

Administrative Agent and in form and substance acceptable to the Administrative Agent and generally in the form set forth on Schedule I; (b) the "Cash Collateral Letter" shall mean a letter in form and substance acceptable to the Administrative Agent and generally in the form set forth on Schedule II; and (c) the "Bide Letter" shall mean a letter in form and substance acceptable to the Administrative Agent and generally in the form set forth on Schedule III.


Upon the reasonable request from time to time of the Obligors and/or the Agent for the Obligors' new credit facility, the Administrative Agent agrees, at the Obligors' expense, to execute and deliver such additional similar lien releases and mortgage satisfactions and other documents as may be necessary to effectively terminate any and all of the Liens on the assets and properties of the Obligors on any public record and to otherwise effectuate the intent and purpose of this payoff letter.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: C. Jeffrey Seaton
Title: Managing Director

CONSENTED AND AGREED TO:

CHROMALOX, INC.

By: 
Name: SCOTT DYSERT
Title: PRESIDENT

TRADEMARK SCHEDULE

Trademark	Current Owner	Registration No.	Registration Date	Status
CHROMALOX	Chromalox, Inc.	0892899	06/16/1970	Registered
CHROMALOX	Chromalox, Inc.	0318138	10/16/1934	Registered

LAI:1198237.1