# OP \$140.00 1039528

#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital			
Corporation, as Administrative		12/22/2010	CORPORATION: DELAWARE
Agent			

#### **RECEIVING PARTY DATA**

Name:	Polymetallurgical LLC
Street Address:	48 Frank Mossberg Drive
City:	Attleboro
State/Country:	MASSACHUSETTS
Postal Code:	02703
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1039525	PMC
Registration Number:	1036597	PMC POLYMETALLURGICAL CORP
Registration Number:	1591811	CORELAY
Registration Number:	2096849	CORELAY
Serial Number:	78757823	PMC POLYMETALLURGICAL CORPORATION

#### **CORRESPONDENCE DATA**

Fax Number: (919)416-8328

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

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

TRADEMARK

REEL: 004442 FRAME: 0424

ATTORNEY DOCKET NUMBER:	020445-027 JES	
NAME OF SUBMITTER:	John E. Slaughter	
Signature:	/John E. Slaughter/	
Date:	12/29/2010	
Total Attachments: 4 source=TM Release - GE to Polymetallurgical#page1.tif source=TM Release - GE to Polymetallurgical#page2.tif source=TM Release - GE to Polymetallurgical#page3.tif source=TM Release - GE to Polymetallurgical#page4.tif		

TRADEMARK REEL: 004442 FRAME: 0425

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 22, 2010 by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as administrative agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and **POLYMETALLURGICAL LLC**, a Delaware limited liability company ("**Grantor**"), were parties to that certain Amended and Restated Trademark Security Agreement dated as of November 17, 2006 (the "**Assignment**"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "**Trademarks**") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on <u>Schedule 1</u> hereto; and

WHEREAS, the Assignment was recorded by the United States Patent and Trademark Office on November 21, 2006 at Reel 003431, Frame 0871; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademarks and Trademark Collateral and reassign the same to Grantor. Capitalized terms used herein without definition are used as defined in the Assignment.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases and discharges fully its security interest in and lien on all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):
  - (i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
    - (ii) all reissues, continuations or extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

60850162\_1

- 2. Agent hereby releases its security interest in and lien on the Trademark Collateral.
- 3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:

Name: Darry/ Jawbson

Title: Duly Anthorized Signatur

Trademark Release and Reassignment

# **SCHEDULE 1**

# **Trademark Registrations**

# 1. REGISTERED TRADEMARKS

Trademark Description	U.S. Registration No.	Date Registered
PMC and design	1,039,525	May 18,1976
PMC POLYMETALLURGICAL CORP and design	1,036,597	March 30, 1976
CORELAY	1,591,811	April 17, 1990
CORELAY	2,096,849	September 16, 1997

### 2. TRADEMARK APPLICATIONS

## TRADEMARK APPLICATIONS

Trademark Description	U.S. Application No.	Date Applied
PMC POLYMETALLURGICAL	78,757,823	November 20, 2005
CORPORATION		

Trademark Release and Reassignment

**RECORDED: 12/29/2010** 

TRADEMARK REEL: 004442 FRAME: 0429