

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest - Second Lien	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		12/30/2010	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	COMPMANAGEMENT, INC.		
Street Address:	6377 EMERALD PARKWAY		
City:	DUBLIN		
State/Country:	OHIO		
Postal Code:	43016		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2279704	OCCUNET	
CORRESPONDENCE DATA			
Fax Number:	(866)502-0091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2024132759		
Email:	ohereliuk@hotmail.com		
Correspondent Name:	Hereliuk & Associates LLC		
Address Line 1:	747 Monroe Street, Suite 202		
Address Line 2:	Attn: Oleh Hereliuk		
Address Line 4:	Rockville, MARYLAND 20850		
ATTORNEY DOCKET NUMBER:	2279704 - 1		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

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TRADEMARK
 REEL: 004446 FRAME: 0628

Date:

01/04/2011

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of December 30, 2010 ("Effective Date") by Bank of America, N.A. and its successors, assigns and other legal representatives ("Grantee") in favor of CMI Octagon, Inc. ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement, dated as of May 28, 2010, 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 registrations set forth on Schedule A hereto together with the goodwill associated therewith (the "Security Interest"). 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 May 28, 2010 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 15, 2010, at Reel 4225, Frame 0203;

WHEREAS, the Grantor is merging with and into CompManagement, Inc., an Ohio corporation (the "Transaction"); and

WHEREAS, the Grantee hereby agrees to terminate and release the entirety of its Security Interest in the Grantor's Trademark Collateral, effective simultaneously with the consummation of the Transaction;

NOW, THEREFORE, for good and valuable consideration, 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. Upon the closing of the Transaction, Grantee shall terminate its Security Interest in the Grantor's Trademark Collateral that was pledged pursuant to the Trademark Security Agreement, and shall terminate, cancel, re-pledge, reassign and release any and all security interests it has against the Grantor's 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.

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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: Liliana Claar
Name:
Title: **Liliana Claar
Vice President**

[Signature Page – Trademark Security Interest Release (Second Lien)]

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**TRADEMARK
REEL: 004446 FRAME: 0632**

SCHEDULE A

Trademark Registration

	<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Occunet		2,279,704	9/21/1999