# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest in Intellectual Property Collateral at Reel/Frame No. 4206/0887

### **CONVEYING PARTY DATA**

| Name                                    | Formerly | Execution Date | Entity Type           |
|---|----------|----------------|-----------------------|
| General Electric Capital<br>Corporation |          | 02/04/2011     | CORPORATION: DELAWARE |

# **RECEIVING PARTY DATA**

| Name:           | Electrical Components International, Inc. |  |
|-----------------|---|--|
| Street Address: | One City Place Drive, Suite 450           |  |
| City:           | Saint Louis                               |  |
| State/Country:  | MISSOURI                                  |  |
| Postal Code:    | 63141                                     |  |
| Entity Type:    | CORPORATION: DELAWARE                     |  |

| Name:           | Noma O.P., Inc.                 |  |
|-----------------|---------------------------------|--|
| Street Address: | One City Place Drive, Suite 450 |  |
| City:           | Saint Louis                     |  |
| State/Country:  | MISSOURI                        |  |
| Postal Code:    | 63141                           |  |
| Entity Type:    | CORPORATION: DELAWARE           |  |

# PROPERTY NUMBERS Total: 8

| Property Type        | Number  | Word Mark           |  |
|----------------------|---------|---------------------|--|
| Registration Number: | 1691163 | WIREKRAFT           |  |
| Registration Number: | 1713207 | BURCLIFF INDUSTRIES |  |
| Registration Number: | 3407344 | E ECI               |  |
| Registration Number: | 1789127 | NOMA                |  |
| Registration Number: | 1564321 | NOMA EXPRESSIONS    |  |
| Registration Number: | 1418887 | NOMA                |  |
| Registration Number: | 1220515 | NOMA                |  |
|                      |         | TRADEMARK           |  |

TRADEMARK 10306

**JP** \$215.00

900183258

1218037 NOMA PATIO Registration Number: **CORRESPONDENCE DATA** (714)755-8290 Fax Number: Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Email: ipdocket@lw.com Correspondent Name: Latham & Watkins LLP 650 Town Center Drive Address Line 1: Address Line 2: **Suite 2000** Address Line 4: Costa Mesa, CALIFORNIA 92626 ATTORNEY DOCKET NUMBER: 030786-0449 NAME OF SUBMITTER: Kristin J. Azcona Signature: /kja/ 02/04/2011 Date: **Total Attachments: 5** source=Release of Intellectual Property Collateral#page1.tif source=Release of Intellectual Property Collateral#page2.tif

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# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of February 4, 2011, is made by GENERAL ELECTRIC CAPITAL CORPORATION, as agent (the "Agent"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Credit Agreement, dated as of May 14, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ELECTRICAL COMPONENTS INTERNATIONAL, INC., the other Credit Parties signatory thereto, the Agent, and the Lenders signatory thereto from time to time (each individually a "Lender," and collectively, the "Lenders"), the Lenders made credit extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "Security Agreements"), the Credit Parties granted security interests (the "Security Interests") in certain collateral, including the Intellectual Property Collateral (as hereinafter defined) owned by the Credit Parties; and

**WHEREAS**, the Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on <u>Annex I</u> hereto; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

**NOW THEREFORE**, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

- 1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of the Credit Parties' rights, title and interest to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (including, without limitation, those items listed on Annex II attached hereto);
- (a) all of its Patents, Trademarks and all IP Licenses providing for the grant by or to such Credit Party of any right under any Trademark, including, without limitation, those referred to on <u>Annex II</u>;
- (b) as applicable, all renewals and extensions of the foregoing and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

- 2. Release of Security Interest. The Agent hereby terminates, **RELEASES**, and discharges, without representation, recourse or warranty whatsoever, all of its Security Interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Intellectual Property Collateral to the applicable Credit Parties and any such right, title or interest shall hereby cease and become void.
- 3. Further Assurances. The Agent agrees, at the Credit Parties' expense, to cooperate with the Credit Parties and to provide the Credit Parties with any other information and additional authorization (including, without limitation, duly executing, acknowledging, procuring and delivering any further documents) reasonably required or desirable to effect the release of the Agent's Security Interests in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

> GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

#### ANNEX I

The Patent Security Agreement, dated as of May 14, 2010, by Electrical Components International, Inc. in favor of General Electric Capital Corporation, as Agent, was recorded with the U.S. Patent and Trademark Office on May 14, 2010 at Reel/Frame No. 024380/0854.

The Trademark Security Agreement, dated as of May 14, 2010, by Electrical Components International, Inc. and Noma O.P., Inc. in favor of General Electric Capital Corporation, as Agent, was recorded with the U.S. Patent and Trademark Office on May 14, 2010 at Reel/Frame No. 004206/0887.

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| U.S. Paten       | t Registration         |
|------------------|------------------------|
| Registration No. | Patent                 |
| 6,140,623        | Defrost Heater End Cap |

| U.S. Trademark Registration |                     |  |  |
|-----------------------------|---------------------|--|--|
| Registration No.            | Trademark           |  |  |
| 1,691,163                   | WIREKRAFT           |  |  |
| 1,713,207                   | BURCLIFF INDUSTRIES |  |  |
| 3,407,344                   | E ECI & Design      |  |  |
| 1,789,127                   | NOMA                |  |  |
| 1,564,321                   | NOMA EXPRESSIONS    |  |  |
| 1,418,887                   | NOMA                |  |  |
| 1,220,515                   | NOMA                |  |  |
| 1,218,037                   | NOMA-PATIO          |  |  |

| IP Licenses       |                 |                  |                 |
|-------------------|-----------------|------------------|-----------------|
| Licensee          | Licensor        | Registration No. | Trademark       |
| Michael A. Sugar  | Noma O.P., Inc. | 1,789,127        | NOMA            |
| Ç                 |                 | 1,564,321        | NOMA            |
|                   |                 |                  | EXPRESSIONS     |
|                   |                 | 1,418,887        | NOMA            |
|                   |                 | 1,220,515        | NOMA            |
|                   |                 | 2,062,573        | NOMA            |
| Canadian Tire     | Noma O.P., Inc. | 42,344           | NOMA            |
| Corporation, Ltd. |                 | 130,379          | NOMA            |
|                   |                 | 130,380          | NOMA & DESIGN   |
|                   |                 | 309,053          | NOMA            |
|                   |                 | 459,951          | NOMA TRIMMINGS  |
|                   |                 | 377,474          | NOMA COLLECTION |

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**RECORDED: 02/04/2011**