

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/11)

02/23/2011

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103618298

To the Director of the U. S. Patent and

documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America  
One South Wacker Drive, Suite 3400  
Chicago, Illinois  
USA 60606

- ☐ Individual(s) ☒ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other Banking Association

Citizenship (see guidelines) U.S.A.Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) FEBRUARY 4, 2011 PP.

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Timminco Corporation

Internal

Address: \_\_\_\_\_

Street Address: 3595 Moline StreetCity: AuroraState: ColoradoCountry: USA Zip: 80010

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship U.S.A. Delaware Corporation  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0550223, 0638347, 0722803

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Denise PopeInternal Address: OGILVY RENAULT LLPStreet Address: 1 Place Ville-Marie, Suite 2500City: MontréalState: Quebec, Canada Zip: H3B 1R1Phone Number: 514.847.4407Fax Number: 514.286.5474Email Address: dpope@ogilvyrenault.com**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**

\$ 75.00

Paid made  
pd ok

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Denise Pope  
Signature

February 9, 2011

Date

DENISE POPE  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004522 FRAME: 0610

700460762

**RELEASE****TO : TIMMINCO CORPORATION****AND TO : UNITED STATES PATENT AND TRADEMARK OFFICE**

**THIS RELEASE**, granted as of this 4th day of February, 2011, is delivered by BANK OF AMERICA, N.A., as agent, a national banking association having a place of business at One South Wacker Drive, Suite 3400, Chicago, Illinois USA 60606 (the "**Agent**"), under the Trademark Security Agreement (as such term is hereinafter defined).

**WHEREAS** Timminco Corporation, a Delaware Corporation, having a place of business at 3595 Moline Street, Aurora, Colorado, U.S.A. 80010 ("**Timminco**"), and the Agent have entered into a Trademark Security Agreement dated as of April 15, 2005 (the "**Trademark Security Agreement**"), pursuant to which Timminco granted to the Agent a security interest in, among other things, all rights, title and interest in and to, the trademarks set forth in Schedule "A" hereto (the "**Trademarks**"); and

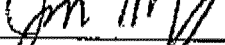
**WHEREAS** the Agent wishes to release its security interest covering the Trademarks.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby grants mainlevée and releases the security interest it holds in the Trademarks under the registration numbers and the dates mentioned opposite such Trademarks described in Schedule "A" hereto, as well as any other rights relating to such security interest, and hereby discharges, quit claims, relinquishes and reassigns unto Timminco (in each case, without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks in virtue of the security interest granted by Timminco to the Agent under the Trademark Security Agreement.

**CONSEQUENTLY** the Agent hereby requests the United States Patent and Trademark Office to carry out all the necessary operations for the cancellation and discharge of all registrations of secured rights and other real rights created and/or existing in its favour in the Trademarks related to or in connection with the Reel/Frame numbers and the dates mentioned opposite such Trademarks described in Schedule "A" hereto.

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Release on the date first written above.

**BANK OF AMERICA, N.A., as the Agent**

By:   
Name: Jason Riley  
Title: Senior Vice President

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**SCHEDULE "A"****TRADEMARK****UNITED STATES OF AMERICA**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Secured Party</b>
GALVOLUME	71605412	0550223	<b>Bank of America, N.A.</b> Security Agreement placed on file Reel/Frame: 3075/0589 (April 22, 2005)
GALVOMAG	71694862	0638347	<b>Bank of America, N.A.</b> Security Agreement placed on file Reel/Frame: 3075/0589 (April 22, 2005)
GALVOROD	72106066	0722803	<b>Bank of America, N.A.</b> Security Agreement placed on file Reel/Frame: 3075/0589 (April 22, 2005)