

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
Cole Taylor Bank		05/31/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Raybestos Powertrain, LLC
Street Address:	609 East Chaney St.
City:	Sullivan
State/Country:	INDIANA
Postal Code:	47882
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1673388	PERFORMANCE THROUGH TECHNOLOGY
Registration Number:	1678426	BLUE PLATE SPECIAL
Registration Number:	1739690	RAY USA
Registration Number:	1738236	RAY-FLEX
Registration Number:	1822121	CLUTCH-PACK
Registration Number:	2891768	X-32
Registration Number:	2952645	SW CARBON
Registration Number:	2957628	TAKES HEAT WITHOUT CONING ZPAK
Registration Number:	3754122	ALLOMATIC

CORRESPONDENCE DATA

Fax Number: 2163485474
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 216-348-5400
 Email: ip@mcdonaldhopkins.com

CH \$240.00 1673388

Correspondent Name: McDonald Hopkins LLC
Address Line 1: 600 Superior Avenue
Address Line 2: Suite 2100
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	RAYBESTOS
NAME OF SUBMITTER:	Todd A. Benni
Signature:	/Todd A. Benni/
Date:	06/05/2012

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST TRADEMARKS AND PATENTS**, dated as of May 31, 2012 ("**Release**"), is made by Cole Taylor Bank, an Illinois banking corporation (the "**Grantee**") in favor of both Raybestos Powertrain, LLC a Delaware limited liability company (the "**Grantor**").

WHEREAS, Grantee and Grantor, among others entered in that certain Credit and Security Agreement dated as of May 10, 2010 (as the same may have been amended from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Grant of Security Interest in Trademarks and Patents dated as of May 10, 2010 by and among the Grantor and the Grantee (the "**Trademark and Patent Security Agreement**"), granted to Grantee a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now owned, existing, acquired or arising and wherever now or hereafter located: (i) the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto (excluding any "intent to use" trademark applications as described in the Credit Agreement), (ii) the patents and patent application (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Net Cash Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation or dilution of any of the Marks and/or Patents or unfair competition regarding the same (collectively: the "**Trademark and Patent Collateral**") and

WHEREAS, the Trademark and Patent Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") as indicated in the attached Schedules;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Grantee and Grantor (the "**parties**") agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark and Patent Security Agreement.

SECTION 2. Termination and Release. Grantee hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation, collateral assignment, and lien on and security interest in and to the Trademark and Patent Collateral (including without limitation those Patents and Trademarks listed on Schedules A and B hereto); and

(b) authorizes the recordation of this Release with the USPTO.

SECTION 3. Any signatures delivered by a party by facsimile transmission or by e-mail transmission for this Termination and Release of Security Interest in Trademarks and Patents shall be deemed an original signature hereto.

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release of Security Interest in the Trademarks and Patents to be duly executed as of the date first set forth above.

Grantee: Cole Taylor Bank

By: 

Name: Donald A. Tomlinson

Title: Senior Vice President

Schedule A

Registered Marks

Mark	Registration No.	Secured Party	Reel	Frame
PERFORMANCE THROUGH TECHNOLOGY	1673388	Raybestos Powertrain, LLC	004204	0631
BLUE PLATE SPECIAL	1678426	Raybestos Powertrain, LLC	004204	0631
RAY USA	1739690	Raybestos Powertrain, LLC	004204	0631
RAY-FLEX	1738236	Raybestos Powertrain, LLC	004204	0631
CLUTCH-PACK	1822121	Raybestos Powertrain, LLC	004204	0621
X-32	2891768	Raybestos Powertrain, LLC	004204	0631
SW CARBON	2952645	Raybestos Powertrain, LLC	004204	0631
TAKES HEAT WITHOUT CONING ZPAK	2957628	Raybestos Powertrain, LLC	004204	0631
ALLOMATIC	3754122	Raybestos Powertrain, LLC	004204	0631

Schedule B

Issued Patents

Patent/App. No.	Title	Assignee	Reel	Frame
6852020	Polishing Pad for use in Chemical – Mechanical Planarization of Semiconductor Wafers and Method of Making Same	Raybestos Powertrain, LLC	024369	0410
6863774	Polishing Pad for use in Chemical – Mechanical Planarization of Semiconductor Wafers and Method of Making Same	Raybestos Powertrain, LLC	024369	0410
6875077	Polishing Pad for use in Chemical – Mechanical Planarization of Semiconductor Wafers and Method of Making Same	Raybestos Powertrain, LLC	024369	0410
6899610	Retaining Ring with Wear Pad for use in Chemical Mechanical Planarization	Raybestos Powertrain, LLC	024369	0410
6945846	Polishing Pad for use in Chemical/Mechanical Planarization of Semiconductor Wafers Having a Transparent Window for End-Point Determination and Method of Making	Raybestos Powertrain, LLC	024369	0410
6964601	Method for Securing a Polishing Pad to a Platen for use in Chemical-Mechanical Polishing of Wafers	Raybestos Powertrain, LLC	024369	0410
6979256	Retaining Ring with Wear Pad for use in Chemical Mechanical Planarization	Raybestos Powertrain, LLC	024369	0410
7025668	Gradient Polishing Pad Made from Paper-Making Fibers for use in Chemical/Mechanical Planarization Wafers	Raybestos Powertrain, LLC	024369	0410

Patent/App. No.	Title	Assignee	Reel	Frame
7037184	Polishing Pad for use in Chemical-Mechanical Planarization of Semiconductor Wafers and Method of Making Same	Raybestos Powertrain, LLC	024369	0410
11/581,706	Spacer block for rebuilt electrically operated automatic transmission controller assembly	Raybestos Powertrain, LLC	024369	0410

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