

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
General Electric Capital Corporation		06/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Xaloy Incorporated		
Street Address:	1399 Countyline Road		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16101		
Entity Type:	CORPORATION: DELAWARE		
Name:	New Castle Industries, Inc.		
Street Address:	1399 Countyline Road		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16101		
Entity Type:	CORPORATION: PENNSYLVANIA		
Name:	F.R. Gross Co., Inc.		
Street Address:	1399 Countyline Road		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16101		
Entity Type:	CORPORATION: PENNSYLVANIA		
Name:	Xaloy Extrusion, LLC		
Street Address:	1291 19th Street Lane NW		
City:	Hickory		
State/Country:	NORTH CAROLINA		

Postal Code:	28601
Entity Type:	CORPORATION: DELAWARE

Name:	Spirex Corporation
Street Address:	8469 Southern Blvd.
City:	Youngstown
State/Country:	OHIO
Postal Code:	44512
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	335877	XALOY
Registration Number:	1138596	DURAFLIGHT
Registration Number:	1158815	BERINGER
Registration Number:	1315415	BIMEX
Registration Number:	1424589	XALOY 309
Registration Number:	1441782	X-830
Registration Number:	1622081	XALOY 102
Registration Number:	1623296	F. R. GROSS
Registration Number:	2041798	X-309
Registration Number:	2041799	BM-32
Registration Number:	2041800	BM-58
Registration Number:	2041801	X-800
Registration Number:	2041802	X-102
Registration Number:	2041803	X-306
Registration Number:	2105003	XALOY 800
Registration Number:	2578057	CONTRABEND
Registration Number:	2604150	STRATABLEND
Registration Number:	2995819	EASYMELT
Registration Number:	3260854	BM-63
Registration Number:	3288210	EQUATHERM
Registration Number:	3522078	NXHEAT
Registration Number:	3853240	XALOY
Registration Number:	2859539	ELIMINATOR
Registration Number:	2582086	SPIREX

Registration Number:	2587601	POLY-CHECK
Registration Number:	2570809	SPIREX
Registration Number:	1571577	PULSAR

CORRESPONDENCE DATA

Fax Number: 2124464900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23417-1
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NAME OF SUBMITTER:	Susan Zablocki
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Signature:	/susan zablocki/
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Date:	07/01/2012
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Total Attachments: 8

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of June 21, 2012, from General Electric Capital Corporation, a Delaware corporation ("GE Capital"), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement, dated as of September 8, 2008 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and the other Secured Parties, in favor of Xaloy Incorporated, a Delaware Corporation, New Castle Industries, Inc., a Pennsylvania corporation, F.R. Gross Co., Inc., a Pennsylvania corporation, Xaloy Extrusion, LLC, a Delaware corporation and Spirex Corporation, an Ohio corporation (each a Grantor and, collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of September 8, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), that certain Joinder Agreement dated September 25, 2009 ("Joinder Agreement"), the Trademark Security Agreements dated as of September 8, 2008 (collectively, the "First Trademark Security Agreement"), the Trademark Security Agreement dated as of September 25, 2009 (the "Second Trademark Security Agreement"), and the Supplemental Trademark Security Agreement, dated as of September 25, 2009 (the "Supplemental Trademark Security Agreement"), in favor of the Agent, a Lien on and security interest in (the "Security Interest") was granted by each of Grantors to Agent in all of such Grantor's right, title and interest in, to and under the Trademark Collateral as defined in the First Trademark Security Agreement, the Second Trademark Security Agreement and the Supplemental Trademark Security Agreement;

WHEREAS, the First Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on Reel 003849, Frame 0651, Reel 003849, Frame 0661, Reel 003849, Frame 0668, and Reel 003849, Frame 0675 on September 10, 2008;

WHEREAS, the Second Trademark Security Agreement was recorded with the Assignment Division of the USPTO on Reel 4069, Frame 0284 on September 26, 2009;

WHEREAS, the Supplemental Trademark Security Agreement was recorded with the Assignment Division of the USPTO on Reel 4069, Frame 0277 on September 26, 2009; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, the First Trademark Security Agreement, the Second Trademark Security Agreement and the Supplemental Trademark Security Agreement.

2. Release of Security Interest. Agent hereby (i) terminates, releases, and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks and IP Licenses listed in Exhibit I attached hereto, (ii) terminates the First Trademark Security Agreement, the Second Trademark Security Agreement and the Supplemental Trademark Security Agreement and (iii) re-assigns to each Grantor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by each Grantor to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

4. Governing Law. This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:

Title:

Richard B. Davidson, Vice President
Duly Authorized Signatory

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS]

TRADEMARK
REEL: 004812 FRAME: 0442

EXHIBIT I
TO THE TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS

1. TRADEMARK REGISTRATIONS

U.S. Trademark Registrations:

Name of Owner	Trademark	Registration No.	Registration Date
Xaloy Incorporated	XALOY (stylized)	335,877	6/16/36
Xaloy Incorporated	XALOY (stylized)	863,812	1/21/69
Xaloy Incorporated	X-102	2,041,802	3/4/97
Xaloy Incorporated	X-306	2,041,803	3/4/97
Xaloy Incorporated	X-309	2,041,798	3/4/97
Xaloy Incorporated	X-800	2,041,801	3/4/97
Xaloy Incorporated	X-830	1,441,782	6/9/87
Xaloy Incorporated	XALOY-309 (stylized)	1,424,589	1/13/87
Xaloy Incorporated	XALOY-102	1,622,081	11/13/90
Xaloy Incorporated	XALOY-800 (stylized)	2,105,003	10/14/97
Xaloy Incorporated	EASYMELT	2,995,819	9/13/05
Xaloy Incorporated	BM-58	2,041,800	3/4/97
Xaloy Incorporated	BM-32	2,041,799	3/4/97
Xaloy Incorporated	X-PSI	1,405,494	8/19/86
Xaloy Incorporated	BIMEX	1,315,415	1/22/85
Xaloy Incorporated	BM-63	3,260,854	7/10/07
Xaloy Incorporated	EQUATHERM	3,288,210	9/4/07

New Castle Industries, Inc.	STRATABLEND	2,604,150	8/6/02
New Castle Industries, Inc.	CONTRABEND	2,578,057	6/11/02
New Castle Industries, Inc.	DURAFLIGHT	1,138,596	8/12/80
F.R. Gross Co., Inc.	F.R. GROSS	1,623,296	11/20/90
Xaloy Extrusion LLC	BERINGER (BLOCK)	1,158,815	6/30/01
Xaloy, Incorporated	nXheat	3,522,078	10/21/08
Spirex Corporation	ELIMINATOR	2,859,539	7/6/04
Spirex Corporation	SPIREX	2,582,086	6/18/02
Spirex Corporation	POLY-CHECK	2,587,601	7/2/02
Spirex Corporation	SPIREX	2,570,809	5/21/02
Spirex Corporation	PULSAR	1,571,577	12/19/89

Foreign Trademark Registrations:

Name of Owner	Trademark	Registration No.	Registration Date	Jurisdiction
Xaloy Incorporated	XALOY (and Design)	225,278	8/19/66	Australia
Xaloy Incorporated	XALOY (and Design)	69,111	10/21/71	Benelux
Xaloy Incorporated	XALOY	7,089,414		Brazil
Xaloy Incorporated	XALOY (stylized)	50,391	06/20/67	Finland
Xaloy Incorporated	XALOY (stylized)	1,686,864	08/12/91	France
Xaloy Incorporated	XALOY (stylized)	711,813	03/10/58	Germany
Xaloy Incorporated	XALOY (stylized)	4,068,106	10/09/97	Japan
Xaloy Incorporated	XALOY (stylized)	400,129,895	09/05/86	Republic of Korea

Name of Owner	Trademark	Registration No.	Registration Date	Jurisdiction
Xaloy Incorporated	XALOY (stylized)	207,230	08/18/77	Mexico
Xaloy Incorporated	XALOY (stylized)	286,546	02/08/77	Switzerland
Xaloy Incorporated	XALOY (stylized)	424,496		Taiwan
Xaloy Incorporated	XALOY	762,600	02/19/57	United Kingdom
Xaloy Incorporated	XALOY (stylized)	92580-F		Venezuela
Xaloy Incorporated	(XALOY & DEVICE)	512,315	03/29/68	Spain
Xaloy Incorporated	XALOY (Block w/Chinese	3,838,376	01/28/06	China
Xaloy Incorporated	XALOY (Block w/Chinese	3,838,377	10/14/05	China
Xaloy Incorporated	XALOY (stylized)	243,738	04/25/80	Canada
Xaloy Incorporated	XALOY (stylized)	1,080,004	06/20/77	United Kingdom
Xaloy Incorporated	XALOY & DEVICE	204,631	08/29/66	Australia
Xaloy Incorporated	XALOY 102	484,062	07/19/90	Benelux
Xaloy Incorporated	XALOY 102	1,181,628	10/16/91	Germany
Xaloy Incorporated	XALOY 102	915,940	10/30/03	Italy
Xaloy Incorporated	XALOY 102	2,550,513	06/30/93	Japan
Xaloy Incorporated	XALOY 102	383,863	07/18/90	Switzerland
Xaloy Incorporated	XALOY 306	4,452,593	02/09/01	Japan
Xaloy Incorporated	XALOY 309 (stylized)	348,514	12/02/88	Canada
Xaloy Incorporated	XALOY 309 (stylized)	1,124,371	07/05/88	Germany
Xaloy Incorporated	XALOY 309 (stylized)	2,072,136	08/29/88	Japan
Xaloy Incorporated	XALOY 309 (stylized)	400,138,385	01/27/87	Republic of Korea
Xaloy Incorporated	XALOY 800 (stylized)	403,691	11/09/98	European Community

Name of Owner	Trademark	Registration No.	Registration Date	Jurisdiction
Xaloy Incorporated	XALOY 800 (stylized)	4,250,416	03/12/99	Japan
Xaloy Incorporated	XALOY 800S	485,502	07/19/90	Benelux
Xaloy Incorporated	XALOY 800S	2,550,514	06/30/93	Japan
Xaloy Incorporated	XALOY 800S	383,862	07/18/90	Switzerland
Xaloy Incorporated	XALOY BM-32	4,384,293	05/19/00	Japan
Xaloy Incorporated	XALOY BM-58	4,384,294	05/19/00	Japan
Xaloy Incorporated	XALOY BM-63	4,452,592	02/09/01	Japan
Xaloy Incorporated	X-102	278,275	10/07/98	European Community
Xaloy Incorporated	X-306	272,286	10/07/98	European Community
Xaloy Incorporated	X-309	272,294	10/07/98	European Community
Xaloy Incorporated	X-800	272,369	10/07/98	European Community
Xaloy Incorporated	X-830	400,148,364	12/10/87	Republic of Korea
Xaloy Incorporated	BM-58	278,192	10/07/98	European Community
Xaloy Incorporated	BM-32	279,463	10/07/98	European Community
Xaloy Incorporated	X-PSI	331,174	08/21/87	Canada
Xaloy Incorporated	X-PSI	343,560	06/19/06	Switzerland
Xaloy Incorporated	BIMEX	4,758,231	03/20/07	European Community
Xaloy Incorporated	NXHEAT	573,168	06/17/08	Switzerland
Xaloy Incorporated	BM-63	5,488,804	10/19/07	Community Trademarks
Xaloy Incorporated	EQUATHERM	5,488,929	10/15/07	Community Trademarks

2. TRADEMARK APPLICATIONS

U.S. Trademark Application:

Name of Owner	Trademark	Application No.	Filing Date
Xaloy Incorporated	NXHEAT	77288456	06/17/08

Foreign Trademark Applications:

Name of Owner	Trademark	Registration No.	Registration Date	Jurisdiction
Xaloy Incorporated	XALOY	788,676	03/20/07	Italy
Xaloy Incorporated	nXHEAT	1,387,647	03/17/08	Canada
Xaloy Incorporated	NXHEAT	6,753,594	03/14/08	Community Trademarks
Xaloy Incorporated	XALOY	829,189,335		Brazil
Xaloy Incorporated	NXHEAT	2008-021792	03/24/08	Japan

3. LICENSES

Marketing Agreement dated as of August 8, 2008 by and between SABIC Innovative Plastics US LLC and Xaloy Incorporated.

License Agreement dated as of April 17, 2008 by and between Stratek Plastic Ltd. and Xaloy Incorporated.