

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progress Fuels Corporation		07/15/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	PMI Ash Technologies, LLC		
Street Address:	14001 Weston Parkway, Suite 112		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27513		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3283467	READYASH	
CORRESPONDENCE DATA			
Fax Number:	9195162029		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	919-743-7300		
Email:	Pat.Harris@klgates.com		
Correspondent Name:	Robert Womble		
Address Line 1:	4350 Lassiter at North Hills Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27609		
ATTORNEY DOCKET NUMBER:	2934009-00001		
NAME OF SUBMITTER:	Robert B. Womble, Esq.		
Signature:	/Robert B. Womble/		

OP \$40.00 3283467

Date:

07/20/2012

Total Attachments: 6

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**TERMINATION AND RELEASE
OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (the "**Termination Agreement**"), is made and entered into as of the 15th day of July, 2012, by Progress Fuels Corporation, a Florida corporation (the "**Lender**"), in favor of PMI Ash Technologies, LLC, a Delaware limited liability company (the "**Grantor**").

Recitals:

- A. Lender and Grantor entered into an Intellectual Property Security Agreement dated November 5, 2007 (as the same may have been amended or modified, the "**Security Agreement**");
- B. The Security Agreement granted and pledged to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (as defined therein), which included without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and included without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "**Collateral**");
- C. The Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office (the "**USPTO**") on: November 9, 2007, in reel/ frame 3658/ 0355; and November 9, 2007, in reel/ frame 020092/ 0176.
- D. Secured Party desires to terminate the Security Agreement and to release its rights and security interests in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby: (1) terminates the Security Agreement; and (2) fully and finally releases and terminates (a) its security interest and other rights in, to and under the Collateral, and (b) any and all other rights it may have under the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this instrument to be duly executed by its duly authorized officer, as of the day first above written.

LENDER:

PROGRESS FUELS CORPORATION

By: Mark F. Mulhearn
Print name: Mark F. Mulhearn
Title: Resident

STATE OF North Carolina
COUNTY OF Wake

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mark F. Mulhearn
(insert name of signatory)

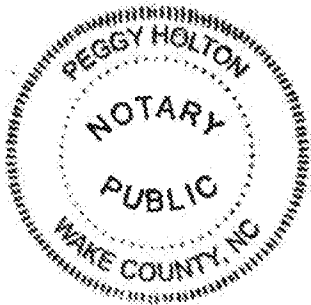
Witness my hand and official seal, this the 8th day of July, 2012.

My commission expires:
12-22-2016

Peggy Holton
Notary Public

Peggy Holton
Print Name of Notary

[NOTARY SEAL]



SCHEDULE A

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[NONE]

SCHEDULE B

PATENTS

Country	Serial No.	Filing Date	Patent No.	Issue Date	Title	Status
United States	11/474,794	6/26/2006	7,223,375	5/29/2007	EMISSION CONTROL SYSTEMS AND METHODS THEREOF	GRANTED
United States	07/680,900	4/5/1991	5,160,539	11/3/1992	METHOD AND PRODUCT OF FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Canada	2,107,571	8/22/1991	2,107,571	8/21/2001	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
France	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Germany	92903947.7	8/22/1991	69133138.3	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Great Britain	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Netherland	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Spain	92903947.7	8/22/1991	ES 2180533 T3	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED

Country	Serial No.	Filing Date	Patent No.	Issue Date	Title	Status
European Patent Convention	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Japan	504253/92	8/22/1991	3364684	11/1/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED

SCHEDULE C

TRADEMARKS

Mark	Country	Registration No./Date	Goods/Services
READYASH	United States	3,283,467 August 21, 2007	Fly ash for general construction use, namely as an ingredient used to manufacture concrete. (International Class 1).