

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark and Patents		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		09/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One Leverage Finance Corp.		
Street Address:	275 Broadhollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	797039	CARVAN	
Registration Number:	946648	NITROVAN	
CORRESPONDENCE DATA			
Fax Number:	6088247075		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	1-800-927-9801		
Email:	adinu@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	8040 Excelsior Drive		
Address Line 4:	Madison, WISCONSIN 53717		
ATTORNEY DOCKET NUMBER:	359957		
NAME OF SUBMITTER:	Adriana Dinu		
Signature:	/ad/		

Date:

09/26/2012

Total Attachments: 4

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK AND PATENTS

This ASSIGNMENT OF SECURITY INTEREST is made this 25th day of September, 2012, by Citicorp USA, Inc. ("Citi").

WITNESSETH:

WHEREAS, Evraz Stratcor, Inc., formerly known as Stratcor, Inc., a Delaware corporation ("ESI" or "Borrower"), was a party to a certain Loan and Security Agreement between Stratcor, Inc., as Borrower, and Citicorp USA, Inc., as Lender, dated as of April 4, 2008 (the "Loan Agreement") pursuant to which Citi made certain loans and other financial accommodations to ESI; and

WHEREAS, as partial security for ESI's obligations under the Loan Agreement, ESI granted security interests in and to certain patents and trademarks pursuant to the Loan Agreement, that certain Trademark Collateral Security Agreement between Citi and ESI dated as of April 4, 2008, and that certain Patent Collateral Security Agreement between Citi and ESI dated as of April 4, 2008; and

WHEREAS, Citi has recorded security interests with respect to such patents and trademarks in the United States Patent and Trademark Office as detailed on Schedule A; and

WHEREAS, pursuant to a certain Assignment and Acceptance dated as of June 30, 2009 (the "Assignment and Acceptance"), between Citi and Capital One Leverage Finance Corp. ("COLF"), Citi sold and assigned to COLF, and COLF purchased and assumed from Citi, Citi's interests as set forth in the Assignment and Acceptance in and to all of Citi's rights and obligations under the Loan Agreement and the other Loan Documents (as defined therein) (the "Loan Assignment"); and

WHEREAS, in connection with the Loan Assignment, Citi wishes to assign its security interests in such patents and trademarks to COLF.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Defined Terms. The following capitalized terms shall have the following meanings:

"Patents" shall mean all right, title and interest in and to the patent applications and patents shown in the attached Schedule A and all registrations, applications and recordings thereof, including, without limitation, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule A, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

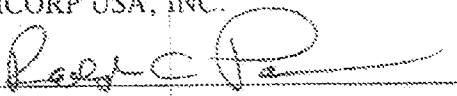
2. Release of Security Interests. Citi hereby assigns, grants and conveys to COLF, without any representation, recourse or undertaking by Citi, Citi's security interest in and Citi's entire right, title and interest to:

(a) the Patents, including the registrations and applications appurtenant thereto, listed in Schedule A hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(b) the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates.

IN WITNESS WHEREOF, Citi has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

CITICORP USA, INC.

By: 
Ralph C. Palma
Its: Director

SCHEDULE A

Evrax Stratcor, Inc.

1. Patents

A. SEPARATION AND RECOVERY OF METAL VALUES FROM
NATURAL BITUMEN ASH

Registration number: 6,306,356
Registration date: 10/23/2001
Security interest filed: 4/11/2008 (Citicorp USA, Inc.)

2. Trademarks

A. Mark: CARVAN
Registration number: 797,039
Registration date: 10/5/1965
Status: renewed
Security interest filed: 4/11/2008 (Citicorp USA, Inc.)

B. Mark: NITROVAN
Registration number: 946,648
Registration date: 11/7/1972
Status: renewed
Security interest filed: 4/11/2008 (Citicorp USA, Inc.)