

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee information previously recorded on Reel 004971 Frame 0534. Assignor(s) hereby confirms the corrective assignment to correct the entity type of the assignee..		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primary Energy Operations LLC		05/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Caymen Islands Branch of a Bank Organized Under the Laws on Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75031373	PRIMARY ENERGY	
CORRESPONDENCE DATA			
Fax Number:	8005166304		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614-280-3569		
Email:	renee.kelly@wolterskluwer.com		
Correspondent Name:	Renee Kelly		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 4:	columbus, OHIO 43219		
NAME OF SUBMITTER:	Renee Kelly		
Signature:	/Renee Kelly/		

OP \$40.00 75031373

Date:

10/09/2012

**Total Attachments: 4**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

Primary Energy Operations LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 24, 2012

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

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: The Bank of Nova Scotia

Street Address: 720 King Street West, 2nd Floor

City: Toronto

State: Ontario

Country: Canada

Zip: M5V2T3

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship Canada

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) Text

B. Trademark Registration No.(s)

2,141,318,  
2,090,923

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: Renee Kelly

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

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

State: Ohio

Zip: 43219

Phone Number: 614-280-3569

Docket Number: \_\_\_\_\_

Email Address: Renee.Kelly@wolterskluwer.com

## 6. Total number of applications and registrations involved:

2

## 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

## 8. Payment Information:

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

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

## 9. Signature:

Renee Kelly  
Signature  
Name of Person Signing

Date

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 Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This Release of Security Interest in Intellectual Property (this "**Release**"), dated as of May 24, 2011, is made by and among the Primary Energy Operations LLC and Primary Energy Recycling Holdings LLC (collectively, the "**Grantors**") and Credit Suisse AG ("**Credit Suisse AG**"), in its capacity as collateral agent for the Secured Parties (including its successors and assigns from time to time, the "**Collateral Agent**"). All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Guarantee and Collateral Agreement, as defined below.

WHEREAS, the Grantors are party to the Guarantee and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time (the "**Guarantee and Collateral Agreement**"), dated as of November 13, 2009, among each Grantor, the other grantors party thereto and the Collateral Agent

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors executed and delivered that certain Intellectual Property Security Agreement dated as of November 13, 2009, by and among the Grantors and the Collateral Agent (the "**Intellectual Property Security Agreement**"), for filing and recordal of the security interest granted under the Guarantee and Collateral Agreement with respect to: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, and all common-law rights related thereto, including any of the foregoing listed in Schedule A to the Intellectual Property Security Agreement (as such schedule may have been amended or supplemented from time to time) and those listed on Exhibit A hereto, (2) the right to, and the right to obtain, all renewals thereof, (3) the goodwill of the business symbolized by the foregoing and (4) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit (collectively, the "**Trademarks**") and (ii) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right in, to or under any Trademark, including any of the foregoing referred to in Schedule B to the Intellectual Property Security Agreement, (as such schedule may have been amended or supplemented from time to time); (the foregoing (i) and (ii) collectively, the "**IP Collateral**");

WHEREAS, the Intellectual Property Security Agreement was filed and recorded with the United States Patent and Trademark Office on March 10, 2010 at reel/frame 4164/0706; and

WHEREAS, the Collateral Agent wishes to release, discharge, relinquish, terminate and dissolve any and all security interests, liens and encumbrances in and to the IP Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent hereby irrevocably releases, discharges, relinquishes, terminates and dissolves any and all security interests, liens and encumbrances granted by Grantors to the Collateral Agent, for the ratable benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Intellectual Property Security Agreement with respect to the IP Collateral, including, without limitation, the trademark registrations and applications for registrations therefor, and the copyright registrations, in each case, identified on Exhibit A attached hereto.

2. The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and the Register of Copyrights of the United States accept and record this First Lien Release.

3. This Release shall be binding upon the Collateral Agent's legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Release of Security Interest in Intellectual Property is duly executed by the Collateral Agent in favor of the Grantors by and through the Collateral Agent's authorized officers as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
in its capacity as Collateral Agent

By: 

Name: Ari Bruger  
Title: Vice President

By: 

Name: Patrick L. Freytag  
Title: Associate

*[Signature Page- Intellectual Property Security Agreement Termination]*

**Exhibit A to  
Release of Security Interest in Intellectual Property**

**Trademarks and Trademark Licenses**

<b>Grantor</b>	<b>Mark</b>	<b>Filing Date/Issued Date</b>	<b>Status</b>	<b>Application/ Registration No.</b>
Primary Energy Operations LLC	Primary Energy	March 3, 1998	Registered	2,141,318
Primary Energy Recycling Holdings LLC	Primary Energy Logo	August 26, 1997	Registered	2,090,923