

## 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
Marquette Capital Fund I, LP		06/25/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Climax Technologies, Inc.		
Street Address:	2172 E. Second Street		
City:	Newberg		
State/Country:	OREGON		
Postal Code:	97132		
Entity Type:	CORPORATION: DELAWARE		
Name:	Climax Portable Machine Tools, Inc.		
Street Address:	2172 E. Second Street		
City:	Newberg		
State/Country:	OREGON		
Postal Code:	97132		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1830157	CLIMAX	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		

Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36902-65 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/26/2013

**Total Attachments: 4**

source=Marquette - Climax\_Release of 2005 IP Security Interest EXECUTED#page1.tif  
source=Marquette - Climax\_Release of 2005 IP Security Interest EXECUTED#page2.tif  
source=Marquette - Climax\_Release of 2005 IP Security Interest EXECUTED#page3.tif  
source=Marquette - Climax\_Release of 2005 IP Security Interest EXECUTED#page4.tif

**RELEASE OF SECURITY INTEREST**

**THIS RELEASE OF SECURITY INTEREST** (this “Release”) is made as of June 25, 2013 (“Effective Date”) by **Marquette Capital Fund I, LP**, a Delaware limited partnership (“Secured Party”) in favor of **Climax Technologies, Inc.**, a Delaware corporation (“Parent”), and **Climax Portable Machine Tools, Inc.**, an Oregon corporation (“Subsidiary”) (Parent and Subsidiary, each individually a “Company,” and collectively, the “Companies”).

**WHEREAS**, pursuant to the terms and conditions of that certain Patent and Trademark Security Agreement by and among Secured Party and the Companies dated November 30, 2005 (the “Security Agreement”), each Company pledged and assigned to, and granted the Secured Party a security interest in such Company’s Patents and Trademarks (as defined in the Security Agreement) including the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith and the patents and patent applications set forth on Schedule B attached hereto;

**WHEREAS**, the Companies have paid all of their outstanding indebtedness to Secured Party.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates the Security Agreement and hereby terminates, cancels and releases any and all security interests it has against the Trademarks and Patents.

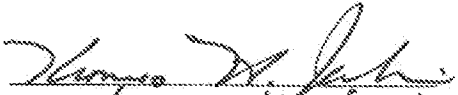
Secured Party represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks or Patents.

Secured Party shall take all further actions, and provide to the Companies and each Company’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) requested by a Company to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MARQUETTE CAPITAL FUND I, LP,  
MARQUETTE CAPITAL PARTNERS LLC,  
its General Partner

By:   
Name: Thomas W. Jenkins  
Title: Managing Member

**SCHEDULE A**

**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CLIMAX	1830157	4/12/1994

**SCHEDULE B**

**U.S. PATENTS AND PATENT APPLICATIONS**

<b>Patent Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Bearing arrangement for a rotatable turning bar	4824296	4/25/1989
Process for desulfurizing co2-containing gases	4824452	4/25/1989
Portable flange facer	4852435	8/1/1989
Portable boring machine	4990037	2/5/1991
Portable machine tool	5106243	4/21/1992
Portable machine tool	5125299	6/30/1992
Portable machine tool	5297907	3/29/1994
Portable flange facer	5630346	5/20/1997
Portable machine tool	5642969	7/1/1997
Portable machine tool	5732607	3/31/1998
Apparatus for and method of facing surfaces	5775188	7/7/1998
Method and apparatus for safely controlling fluid flow	5860446	1/19/1999
Spot facing machine	5954462	9/21/1999
Bore measurement apparatus and method	6044571	4/4/2000
Pipe beveling machine	6279437	8/28/2001
Pipe beveling and facing tool	6536316	3/25/2003
Method and apparatus for cooling machine tools	6782780	8/31/2004
Portable lathe with push rod actuated rack and pinion feed	5678464	10/21/1997