#### 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
Credit Suisse AG, Cayman Islands		08/30/2013	Bank: SWITZERLAND
Branch, as Administrative Agent			

#### **RECEIVING PARTY DATA**

Name:	Durawear Corporation	
Street Address:	2598 Alton Road	
City:	Birmingham	
State/Country:	ALABAMA	
Postal Code:	35210	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1208357	DURAWEAR CORP.
Registration Number:	1705003	ARMORSTONE
Registration Number:	1075013	XYLETHON
Registration Number:	1010454	DURA SLIDE

# **CORRESPONDENCE DATA**

**Fax Number**: 3026365454

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

via US Mail.

 Phone:
 800-927-9801 x 62348

 Email:
 jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 789046

TRADEMARK REEL: 005106 FRAME: 0527 1208357

H \$115.00

900265570

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/06/2013
Total Attachments: 11 source=9-6-13 Durawear-TM#page1.tif source=9-6-13 Durawear-TM#page2.tif source=9-6-13 Durawear-TM#page3.tif source=9-6-13 Durawear-TM#page4.tif source=9-6-13 Durawear-TM#page5.tif source=9-6-13 Durawear-TM#page6.tif source=9-6-13 Durawear-TM#page7.tif source=9-6-13 Durawear-TM#page8.tif source=9-6-13 Durawear-TM#page9.tif source=9-6-13 Durawear-TM#page10.tif source=9-6-13 Durawear-TM#page11.tif	

#### RELEASE OF SECURITY INTEREST (THIS "RELEASE")

Date: August 30, 2013

Reference is made to the Credit Agreement, dated as of February 10, 2011 (as amended by the First Amendment, dated as of February 22, 2012 and as otherwise amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among Rockwood Specialties Group, Inc. (the "Borrower"), Rockwood Specialties International, Inc., the lending institutions from time to time parties thereto, and Credit Suisse AG, as Administrative Agent and Collateral Agent.

WHEREAS pursuant to that certain Sale and Purchase Agreement, dated as of June 15, 2013, between Rockwood Specialties Group GmbH ("RSGG"), RSGG GmbH & Co. KG ("RSKG"), Rockwood Specialties Group, Inc. ("RSGI"), Knight Lux 2 S.à r.l. ("KL 2"; together with RSKG and RSGI, the "Sellers") and Dido Achte Vermögensverwaltungs-GmbH ("Purchaser"), the Sellers intend to sell to the Purchaser, among other things, the Released Assets and the Released Equity, pursuant to the terms and conditions set out therein (as amended, restated, supplemented or modified from time to time, the "Purchase Agreement");

WHEREAS pursuant to the Security Documents entered into in connection with the Credit Agreement, security interests in, among other collateral, the Released Assets and the Released Equity of the respective grantors were, in each case, granted to the Administrative Agent (for and on behalf of the Secured Parties) by the respective grantors named therein; and

WHEREAS the Administrative Agent has been notified by the Borrower that the transactions contemplated by the Purchase Agreement are permitted under the Credit Agreement, including pursuant to Section 10.4(b) thereof and the Borrower has requested that the Administrative Agent (for and on behalf of the Secured Parties) confirm the release and discharge of (i) the obligations of each Released Credit Party under each Security Document to which it is a party and (ii) its security interests in the Released Assets and the Released Equity, in each case, effective upon the consummation of the sale of the Released Assets and the Released Equity contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereto agree as follows:

- 1. Defined Terms. As used in this Release, (i) the terms listed in this Section 1 shall have the respective meanings set forth in this Section 1 and (ii) capitalized terms used in this Release but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.
  - "Loans" means each loan listed on Schedule I attached hereto as well as any other loans, if any, that may be transferred to the Purchaser as contemplated by the Purchase Agreement.
  - "Released Assets" means (i) the Loans and (ii) all of the property and assets of each Released Credit Party, in each case, pledged pursuant to the Security Documents.
    - "Released Credit Party" means each entity listed on Schedule 1 attached hereto.
  - "Released Equity" means all of the stock or other equity interests issued by each Released Credit Party pledged pursuant to the Security Documents.
- 2. Release. Upon consummation of the sale of the Released Assets and the Released Equity, in each case, as contemplated by the Purchase Agreement and in reliance on the certifications of the

Borrower set forth in this Release, the Administrative Agent (for itself and on behalf of the Secured Parties) hereby (i) unconditionally and irrevocably releases and discharges each Released Credit Party from its respective present and future obligations under each Security Document to which it is a party (including, without limitation, each Security Document listed on Schedule 2 attached hereto, in each case as amended, restated, supplemented or modified from time to time) and (ii) unconditionally and irrevocably releases and discharges all security interests of the Administrative Agent (for itself and on behalf of the Secured Parties) in the Released Assets and Released Equity and surrenders, re-assigns and reconveys unto each applicable grantor the Released Assets and Released Equity of such grantor. The foregoing release and discharge by the Administrative Agent are given without any recourse to the Administrative Agent (whether as Administrative Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the Administrative Agent (whether as Administrative Agent or in its personal capacity).

- 3. Certification. The Borrower hereby certifies to the Administrative Agent (for itself and on behalf of the Secured Parties) that (i) the transactions contemplated by the Purchase Agreement are permitted under the Credit Agreement, including pursuant to Section 10.4(b) thereto and (ii) prior to and after giving effect to the sale of the Released Assets and the Released Equity, in each case, as contemplated by the Purchase Agreement, no Default or Event of Default has occurred and is continuing.
- 4. Continuation. Except as expressly provided in Section 2 above, the Security Documents remain in full force and effect. Nothing contained in this Release will be construed as a release, waiver or amendment of any provision of any Security Document other than as expressly provided in Section 2. Nothing in this Release will be construed as a release of any security pursuant to the Security Documents other than the Released Assets and Released Equity.
- 5. Return of Collateral; Further Assurances. The Administrative Agent hereby agrees to immediately deliver to (a) each pledgor of Released Equity the share certificates representing such Released Equity and (b) the Borrower or any Released Credit Party any and all other documents relating to the Released Assets or Released Equity that it may have in its possession. The Administrative Agent hereby authorizes the Borrower and the Purchasers or their respective agents, effective upon the closing of the Purchase Agreement, to prepare and register or file in any appropriate filing office Uniform Commercial Code termination statements (including, without limitation, each such termination statement for the filings listed on Schedule 3 attached hereto) and other appropriate releases, additional termination or financing change statements, discharges, partial discharges or other instruments or documents evidencing the release of the security interest of the Administrative Agent in the Released Assets and Released Equity (including, without limitation, filing the documents attached to Schedule 4 hereto with the U.S. Patent & Trademark Office). The Administrative Agent hereby further confirms that it will, at the sole expense of the Borrower, execute and deliver to the Borrower all other releases or other documents, if any, reasonably requested by the Borrower to effect or further evidence the release and discharge described in Section 2 hereof and provide to the Borrower and the Released Credit Parties or other legal representatives all such cooperation and assistance, as reasonably requested by such persons, to effectuate the purposes of this Release. Any such execution and delivery by the Administrative Agent shall be without recourse to the Administrative Agent (whether as Administrative Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the Administrative Agent (whether as Administrative Agent or in its personal capacity).
- 6. Governing Law. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

- 7. Successors. The provisions of this Release shall inure to the benefit of the Borrower, the Released Credit Parties, the Purchaser and their respective successors and assigns and shall be binding upon the Administrative Agent and the Secured Parties and their respective successors and assigns.
- 8. Counterparts. This Release may be executed in any number of counterparts (including by facsimile transmission), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

[signature pages follow]

- 3 -

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first set forth above.

# CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

	BRANCH, as Administrative Agent		
	By:	p Jun 6	
		Name: John D. Toronto Title: Authorized Signatory	
	Ву:	-100	
		Name: Michael-Spaight Title: Authorized Signatory	
Acknowledged and agreed:			
ROCKWOOD SPECIALTIES GROUP, INC.			
By:			
Name: Title:			

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first set forth above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By:		
	Name:	
	Title:	
ъ.		
By:		
	Name:	

Acknowledged and agreed:

ROCK WOOD SPECIALTIES GROUP, INC.

By:

Name: Michael W. Valenke Title: No Dosdom - General Coursel

# Schedule 1

# Released Credit Parties

# CeramTec North America Corporation

**Durawear Corporation** 

### Loans

No.	Parties	Date	Amount	Term	Current Interest
1	Borrower, as lender CeramTec NA, as borrower	October 30, 2008	USD 5,609,350	Indefinite	4.25%
2	Borrower, as lender PST Press + Sintertechnik Sp.	April 5, 2007	EUR 5,450,000	Indefinite	4.25%
	z o.o., as borrower				

# Schedule 2

# Security Documents

Guarantee

Pledge Agreement

Security Agreement

# Schedule 3 Uniform Commercial Code (U.C.C.) filings

Debtor	Secured Party	Initial Filing and/or Amendment Number
CeramTec North America Corporation	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent	Initial filing # 2011 0490915
Durawear Corporation	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent	Initial filing # 2011 0491012
Durawear Corporation	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent	Initial Filing # 2012 0646218

Schedule 4

PTO Filings

(see attached)

# Durawear Corp.

# **US Trademarks**

Internal Reference	Trademark	Appl. No	Appl Date	Reg No.	Next Renewal	Remarks
	Durawear Corp.	73/326,936	08-09-1981	1,208,357		Security interest in favor of Credit Suisse
	Armorstone	74/158,657	19-04-1991	1,705,003		Security interest in favor of Credit Suisse
	Xylethon	73/106,211	11-11-1976	1,075,013		Security interest in favor of Credit Suisse
	Duraslide	73/025,760	01-07-1974	1,010,454		Security interest in favor of Credit Suisse

TRADEMARK
RECORDED: 09/06/2013 REEL: 005106 FRAME: 0538