

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342778

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Commerzbank Aktiengesellschaft, Luxembourg Branch		05/27/2015	COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMG Vanadium, Inc. (f/k/a Metallurg Vanadium Corporation)		
<b>Street Address:</b>	60790 Southgate Road		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43725		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3263163	FENIMOLY	
<b>Registration Number:</b>	2690052	FEROVAN	
<b>Registration Number:</b>	3681242	METGREEN	
<b>Registration Number:</b>	3703137	METVAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122810717		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4124545000		
<b>Email:</b>	docketingpgh@pepperlaw.com		
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP		
<b>Address Line 1:</b>	500 GRANT STREET		
<b>Address Line 2:</b>	SUITE 5000		
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15219-2507		
<b>ATTORNEY DOCKET NUMBER:</b>	143119.2		
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo		
<b>SIGNATURE:</b>	/Samantha Rizzo/		
<b>DATE SIGNED:</b>	05/29/2015		

OP \$115.00 3263163

**Total Attachments: 5**

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**RELEASE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS RELEASE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of May 27, 2015 (the "Effective Date") by Commerzbank Aktiengesellschaft, Luxembourg Branch ("Agent"), for the benefit of AMG Vanadium, Inc. (formerly known as Metallurg Vanadium Corporation), a Delaware corporation ("Grantor").

WHEREAS, pursuant to the Intellectual Property Security Agreement dated as of May 11, 2011 (as the same has been amended, amended and restated, restated, supplemented or otherwise from time to time, the "Security Agreement"), Grantor pledged, granted, assigned and transferred to Agent a continuing security interest in all of its right, title and interest in and to the Collateral (as defined in the Security Agreement), including without limitation, the Intellectual Property and associated goodwill therein listed on Schedule A attached hereto (collectively, the "Intellectual Property" (as defined in the Security Agreement));

**WITNESSETH**

WHEREAS, pursuant to the Security Agreement, Grantor granted to Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in and lien on all of Grantor's rights, title and interests in, to and under all Intellectual Property Collateral, including the intellectual property referred to on Schedule A hereto (the "IP Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located;

WHEREAS, Grantor has fully satisfied the terms of the Facilities Agreement and the Pledge and Security Agreement (collectively, as the same has been amended, amended and restated, restated, supplemented or otherwise from time to time, the "Loan Documents"), including Grantor's Obligations (as defined in the Security Agreement) thereunder, and requests a full and specific release of the security interest granted and recorded against the IP Collateral of Grantor;

WHEREAS, Agent acknowledges Grantor has been released from (i) its obligations under the Loan Documents and (ii) all security interests, mortgages, encumbrances, pledges and other Liens (as defined in the Security Agreement), including the IP Collateral, granted by Grantor in favor of Agent for the ratable benefit of the Secured Parties under any Loan Document; and

WHEREAS, Grantor has requested that Agent release its security interest in the IP Collateral (the "Released Collateral").

NOW THEREFORE, for good and valuable consideration previously tendered by Grantor, including Grantor's fulfillment of all Obligations under the Loan Documents, the fulfillment, receipt and sufficiency of which are hereby acknowledged, Agent does hereby terminate the Security Agreement and relinquish and release the entirety of the security interests in the Released Collateral of Grantor and reassigns forever to Grantor all right, title and interest of any nature whatsoever which Agent holds in or to the Released Collateral of Grantor and associated common law rights and goodwill appurtenant thereto, and further agrees that it shall execute, acknowledge, procure and deliver all other documents and instruments and do all other acts necessary to confirm, relinquish, record and effect the release of such rights to Grantor at the sole expense of Grantor. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Delaware or any other jurisdiction).

Agent authorizes Grantor, or designee, to file this Release for recording with the United States Patent and Trademark Office and other governmental authorities, as applicable and requests that the United States Patent and Trademark Office and other governmental authorities, as applicable, duly record this Release.

IN WITNESS WHEREOF, Agent has executed this Release as of the date first set forth above.

COMMERZBANK AKTIENGESELLSCHAFT  
LUXEMBOURG BRANCH,  
as Agent

By:  

Name:

**Erica Palmgren**  
Assistant Vice President

**Dennis Schäfer**  
Assistant Vice President

**SCHEDULE A**

**See Attached**

Schedule A

TRADEMARK REGISTRATIONS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner	Status	Security Interest/ Issues
FENIMOLY FENIMOLY	US Federal	78-819782 February 21, 2006	3,263,163 July 10, 2007	6	Amg Vanadium, Inc.	Registered	None
FEROVAN	US Federal	76-285894 June 1, 2001	2,890,052 February 25, 2003	6	Amg Vanadium, Inc.	Registered	Security Interest: U.S. Bank National Association, Signed: September 29, 2005, Recorded: October 3, 2005, R/F 3168/0866  Security Interest: U.S. Bank National Association, Signed: January 1, 2006, Recorded: January 18, 2006, R/F 3289/0188  Security Interest: Merrill Lynch Pcg, Inc., Signed: January 1, 2006, Recorded: January 19, 2006, R/F 3289/0789
METGREEN METGREEN	US Federal	77-5685783 September 12, 2008	3,681,242 September 8, 2009	35	Amg Vanadium, Inc.	Registered	None

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner	Status	Security Interests/ Issues
METVAN METVAN	US Federal	77-586118 September 9, 2008	3,703,137 October 27, 2009	35	Ang Vanadium, Inc.	Registered	None
FEROVAN	Canada	August 1, 2001	TMA601751 February 10, 2004	5	Metallurg Vanadium Corporation	Registered	None
FEROVAN	Mexico	500005 August 6, 2001	724045 November 27, 2001	6	METALLURG VANADIUM CORPORATION	Registered	None