

900375831 08/24/2016

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM396148

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900370768

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank		07/06/2016	<del>Corporation:</del> National Association

**RECEIVING PARTY DATA**

<b>Name:</b>	Erachem Comilog, Inc
<b>Doing Business As:</b>	
<b>Street Address:</b>	333 Rouser Road
<b>City:</b>	Coraopolis
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15108
<b>Entity Type:</b>	Corporation: MARYLAND

KB  
 9-13-16

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	0399190	MN
Registration Number:	0603507	NITRELMANG
Registration Number:	0920523	SOLUMANG
Registration Number:	1005729	RAPID MANGANESE
Registration Number:	1006216	MASSIVE MANGANESE
Registration Number:	1020848	CHEMETALS
Registration Number:	1022483	MASSIVE MANGANESE MM
Registration Number:	1550533	THE MANGANESE SOURCE
Registration Number:	1978760	NITREL MET
Registration Number:	1885736	CHEMETALS
Registration Number:	1958245	CQC
Registration Number:	1943775	MASSIVE
Registration Number:	2007464	EMD

**CORRESPONDENCE DATA**

Fax Number: 4125945619

*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.*

<b>Phone:</b>	4125943916
<b>Email:</b>	kbiedinger@tuckerlaw.com
<b>Correspondent Name:</b>	Kristin Biedinger
<b>Address Line 1:</b>	1500 One PPG Place
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222
<b>NAME OF SUBMITTER:</b>	Kristin biedinger
<b>SIGNATURE:</b>	/Kristin Biedinger/
<b>DATE SIGNED:</b>	08/24/2016
<b>Total Attachments: 6</b> source=Termination and Release of Security Interest and Collateral Assignment#page1.tif source=Termination and Release of Security Interest and Collateral Assignment#page2.tif source=Termination and Release of Security Interest and Collateral Assignment#page3.tif source=Termination and Release of Security Interest and Collateral Assignment#page4.tif source=Termination and Release of Security Interest and Collateral Assignment#page5.tif source=Termination and Release of Security Interest and Collateral Assignment#page6.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST AND COLLATERAL  
ASSIGNMENT**

This Termination and Release of Security Interest and Collateral Assignment (the "Release") is made and effective as of 7/6/16 and granted by PNC BANK, NATIONAL ASSOCIATION (the "Agent"), as agent for the Banks as set forth in the Credit Agreement as defined below, in favor of ERACHEM COMILOG, INC., a Maryland corporation, formerly known as and successor in interest to CHEMETALS INCORPORATED (the "Assignor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, and all exhibits, schedules, extensions, renewals, amendments, substitutions, and replacements thereto dated as of January 9, 1995 (the "Credit Agreement") among the Assignor, the Agent, and the Banks thereto, the Assignor executed and delivered to the Agent that certain Assignment of a Security Interest in Patents, Trademarks, and Copyrights by and between the Assignor and the Agent dated as of January 9, 1995 (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Assignor pledged and granted to the Agent for the ratable benefit of the Banks a security interest in and to all of the right, title, and interest of such Assignor in, to and under the Collateral as set forth in the IP Security Agreement, including but not limited to, the particular IP Collateral as set forth herein;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office including, but not limited to, at Reel 7289, Frame 0178 on January 11, 1995; Reel 1274, Frame 0456 on January 11, 1995; Reel 1304, Frame 0464 on March 3, 1995; Reel 1359, Frame 0138 on May 30, 1995, and Reel 1368 Frame 0834 on May 30, 1995.

WHEREAS, the Assignor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Assignor of any and all right, title and interest the Agent and the Banks may have in the Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby states as follows:

**1. Release of Security Interest.** Agent, on behalf of itself and the Banks, their successors, legal representatives, and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests, liens, guarantees, pledges, obligations, or other encumbrances that it has pursuant to the IP Security Agreement, and reassigns to the Assignor any and all right, title, and interest that it may have acquired, in or to the Collateral, as described on Exhibit A attached hereto.

**2. Governing Law.** 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 Pennsylvania without regard to the

principals thereof regarding conflict of laws, excepting applicable federal law and except only to the extent precluded by the mandatory application of the law of another jurisdiction.

**3. Definitions.** Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION  
as Agent

By: Sarah Nickles  
Name: Sarah Nickles  
Title: Officer

ERACHEM COMILOG/INC., successor to Chemetals Incorporated, as Assignor

By: Michael E. Manley  
Name: Michael E. Manley  
Title: CEO

## Exhibit A

Collateral shall include all of the Assignor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection (i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection (ii), are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) copyrights and copyright applications, including, without limitation, the copyrights and copyright applications listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection (iii), are sometimes hereinafter referred individually as a "Copyright" and, collectively, as the "Copyrights");

(iv) all license agreements with respect to any of the Patents, Trademarks, Copyrights or any other patent, trademark, copyright, service mark or any application or registration thereof or any other tradename or tradestyle between the Assignor and any other party, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Assignor's rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of the Assignor's businesses connected with and symbolized by the Patents, Trademarks, Copyrights and Licenses. The Patents, Trademarks, Copyrights and Licenses are hereinafter referred to individually and collectively as the "Intellectual Property".

CHEMETALS INCORPORATED  
SCHEDULE 1

U.S. PATENTS

No.	U.S. Patent No.	Title
1	4,224,119	IN CELL MN ORE REDUCTION
2	4,250,149	MN NITRATE DECOMP
3	4,276,268	PROCESS PREPARING MN NITRATE SOLUTION

TRADEMARKS

No.	Registration No.	Trademark
1	399,190	Mn and Design
2	603,507	NITRELMANG®
3	920,523	SOLUMANG®
4	1,005,729	RAPID MANGANESE®
5	1,006,216	MASSIVE MANGANESE®
6	1,020,848	CHEMETALS®
7	1,022,483	MASSIVE MANGANESE and Design
8	1,550,533	THE MANGANESE SOURCE®
9	1,978,760	NITREL MET®
10	1,885,736	CHEMETALS and Design
11	1,958,245	CQC and Design
12	1,943,775	Massive
13	2,007,464	EMD and Design