

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nordea Bank Finland Plc, as Security Agent		08/29/2011	Finnish Banking Corporation:
RECEIVING PARTY DATA			
Name:	Aurubis Buffalo, Inc. FKA Luvata Buffalo, Inc. FKA Outokumpu American Brass, Inc.		
Street Address:	70 Sayre Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14207		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0854000	AE	
Registration Number:	0557613	FORMBRITE	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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>			
Phone:	716-848-1391		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	c/o Daniel F. Dovi		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Daniel F. Dovi		
SIGNATURE:	/Daniel F. Dovi/		
DATE SIGNED:	01/31/2017		
Total Attachments: 4			
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TERMINATION AND RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT (this "Agreement"), dated as of 20 August 2011, by and among, LUVATA FABRICATION OY (formerly Luvata International Oy and Cidron International Oy), a limited liability company organized under the laws of Finland (the "Original Borrower"), LUVATA ESPOO OY (formerly Outokumpu Copper Products Oy and Luvata Oy), a limited liability company organized under the laws of Finland (the "Additional Borrower" and, together with the Original Borrower, each a "Borrower"), LUVATA FABRICATION NORTH AMERICA, INC. (formerly Luvata Newco USA, Inc.) a Delaware corporation ("North America") and LUVATA BUFFALO, INC. (formerly Outokumpu American Brass, Inc.), a Delaware corporation ("Buffalo" and, together with North America, each a "Grantor") and NORDEA BANK FINLAND PLC, as security agent (in such capacity, the "Security Agent") for the Finance Parties (as defined in the Facilities Agreement referred to below).

WITNESSETH

WHEREAS, the Borrowers have heretofore entered into that certain Senior Multi-Currency Term and Revolving Facilities Agreement dated as of 3 June 2005 (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Facilities Agreement"), as borrowers, with, among others, Nordea Bank Finland PLC, as mandated lead arranger, co-ordinator, sole bookrunner, issuing lender, agent and security agent, pursuant to which, among other things, the Finance Parties (as defined in the Facilities Agreement) have agreed to make loans or otherwise to extend credit to the Borrowers upon the terms and subject to the conditions specified in the Facilities Agreement;

WHEREAS, Buffalo and certain other subsidiaries of the Borrowers have acceded as guarantors to the Facilities Agreement by means of an accession agreement dated 7 June 2005 among Buffalo as new entity, the Original Borrower and Nordea Bank Finland PLC as agent;

WHEREAS, North America has acceded as guarantor to the Facilities Agreement by means of an accession agreement dated 23 August 2007 between North America as new entity and Nordea Bank Finland PLC as agent;

WHEREAS, North America has entered into that certain Pledge Agreement dated as of August 23, 2007 (as amended, supplemented, or otherwise modified, the "Pledge Agreement") and Buffalo has entered into (A) the Pledge Agreement and (B) that certain Amended and Restated Security Agreement dated as of August 23, 2007 (as amended, supplemented, or otherwise modified, the "Security Agreement" and, together with the Pledge Agreement, the "Security Documents");

WHEREAS, pursuant to the Pledge Agreement, (i) North America granted a security interest in 100% of the Equity Interest of Buffalo (the "Buffalo Stock") and Luvata Niagara Falls, Inc. (the "Niagara Stock") and (ii) Buffalo granted a security interest in 100% of the Equity Interest of OAB Holding, Inc. (the "OAB Stock");

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WHEREAS, pursuant to the Security Agreement, Buffalo granted a security interest in all of its right, title and interest in, to and under the Collateral (the "Buffalo Assets", and together the Buffalo Stock, the Niagara Stock and the OAB Stock, the "Released Assets") to secure the payment or performance of the Secured Obligations;

WHEREAS, the Additional Borrower as seller and Lagrummet nr 1925 Aktiebolag (to be renamed Aurubis Sweden AB) as purchaser have entered into a main share sale and purchase agreement dated 29 April 2011 (the "Main Agreement") regarding the shares in Luvata Sweden AB (formerly Outokumpu Copper Strip AB);

WHEREAS, in connection with the Main Agreement, the parties hereto desire to (i) release the liens under the Security Documents solely with respect to the Released Assets, (ii) release Buffalo from any and all obligations under the Security Documents and (iii) release North America from any and all obligations under the Pledge Agreement solely with respect to the Buffalo Stock and the Niagara Stock.

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms not defined herein have the meaning specified in the Facilities Agreement or the Security Documents, as applicable.
2. Partial Termination of the Obligations. Each of the parties hereto agrees that (i) solely with respect to the Release Assets and except with respect to those provisions and obligations (including, without limitation, indemnification obligations) which expressly survive the termination thereof, the Obligations of the Grantors with respect to the Released Assets are hereby terminated and of no further force and effect, such termination to be effective as of the date hereof, (ii) any requirement for notice (whether written or oral) with respect to such termination is hereby waived by the respective parties to the Finance Documents, (iii) any other requirement or conditions precedent to such termination is hereby waived or shall be deemed to have been satisfied, as the case may be, (iv) all security interests granted in connection with the Security Documents by Buffalo are hereby terminated and released, (v) all security interests granted pursuant to the Pledge Agreement in connection with the Buffalo Stock and the Niagara Stock are hereby terminated and released, (vi) as of the date hereof, Buffalo shall have no further obligation or other liability in connection with the Security Documents and (vii) as of the date hereto, North America shall have no further obligation or other liability under the Pledge Agreement solely in connection with the Buffalo Stock and the Niagara Stock.
3. Further Assurances; Delivery of Instruments. Each of the parties hereto agrees to take, at the expense of the Borrowers' or the Grantors' sole expense, as applicable, any and all actions reasonably requested and to execute and deliver any documents or instruments as any party may reasonably request in order to further effect or evidence the termination of the Secured Obligations solely with respect to the Release Assets and the release of the liens and security interests created thereunder. In connection with the foregoing, each of the Borrowers and the Grantors authorizes the Security Agent, at the Borrowers' or the Grantors' sole expense, as applicable, to execute and deliver lien releases, discharges of security interests or other release

documents as are necessary to terminate and release any lien created under the Security Documents, in each case without the signature of the Security Agent or any Finance Party to the extent permitted by law, including, without limitation, (i) providing notice of termination of the applicable documents to any depository or securities intermediary with whom control agreements are in place, (ii) filing releases and reassignments in the United States Copyright Office and/or United States Patent and Trademark Office in respect of all intellectual property for which filings have been made, (iii) filing of UCC-3 termination statements and (iv) returning of any certificates representing pledges interests held by the Security Agent.

4. Return of Notes. The Security Agent hereby agrees to surrender to the Borrowers or the Grantors, as applicable, any Notes for cancellation (or if such Notes have been misplaced, a lost note letter in a form reasonably satisfactory to the Borrowers or the Grantors, as the case may be).

5. Partial Release and Termination. Each of the Grantors hereby acknowledges and agrees that this Agreement constitutes only a partial release, with such release and discharge being limited strictly to the matters set forth herein, and that such release and discharge shall in no way release, affect or impair any of the Secured Obligations owed by such Grantor or any other Obligor to any Finance Party under or in connection with each Finance Document and further, that all Finance Documents shall remain in full force and effect, including the Facilities Agreement and the Security Documents. In particular, North America is liable and obligated under all Finance Documents, including the Security Documents, to the fullest extent possible, other than with respect to the Buffalo Stock and the Niagara Stock.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

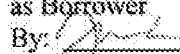
[signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.


LUVATA FABRICATION OY,

as Borrower

By:  Pasi Rosenberg
Name: JYRKKA SUOMEN Pasi Rosenberg
Title:


LUVATA ESPOO OY,

as Borrower

By:  Pasi Rosenberg
Name: JYRKKA SUOMEN Pasi Rosenberg
Title:


**LUVATA FABRICATION NORTH AMERICA,
INC.,**

as Grantor

By:  Pasi Rosenberg
Name: JYRKKA SUOMEN Pasi Rosenberg
Title:


LUVATA BUFFALO, INC.,

as Grantor

By:  Pasi Rosenberg
Name: JYRKKA SUOMEN Pasi Rosenberg
Title: BY PROXY

NORDEA BANK FINLAND PLC,

as Security Agent

By:  (BY PROXY)
Name: JUUKKA KIVKI
Title: LEGAL COUNSEL