

06-21-2005



IT

MRD 6.21.2005

102932006

To the Director of the U. S. Patent

documents or the new address(es) below.

1. Name of conveying party(ies):

The Bank of Nova Scotia

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Canadian chartered bank

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Timminco Limited

Internal

Address: \_\_\_\_\_

Street Address: 150 King Street West

City: Toronto

State: Ontario

Country: Canada

Zip: \_\_\_\_\_

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship Canada
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) April 18, 2005

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other Release of Trademarks

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See continuation of Item 4 attached hereto.

B. Trademark Registration No.(s)

See continuation of Item 4 attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: Suite 5800

Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL                              Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: Linda.Kastner@JW.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 665.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

June 20, 2005

Date

06/22/2005 DBYRNE 00000057 74428055

01 FC:8521  
02 FC:8522  
03 FC:8523  
40-00-00  
625 Name of Person Signing  
120-00-00

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 4

PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS

FILING #
74/428/055
74/428/056
74/428/057
74/428/058
74/428/060
74/428/061
74/428/063
74/462,817
74/462,993
74/462,813
74/462,994
74/706,509
75/191923
75/369377
74/719,829
74/719,830
74/719,831

Continuation of Item 4

REGISTERED TRADEMARKS AND SERVICE MARKS

REGISTRATION NO.
401,543
405,123
773,070
1,412,738
2,136,419
1,391,233
74/164266
1827205
2070508

## **RELEASE OF TRADEMARKS**

THIS RELEASE OF TRADEMARKS is dated as of April 18, 2005 by The Bank of Nova Scotia, as Agent ("Bank of Nova Scotia").

WHEREAS, Bank of Nova Scotia and Timminco Limited (the "Assignor"), entered into that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of June 25, 1998;

WHEREAS, pursuant to the Trademark Security Agreement the Assignor granted Bank of Nova Scotia a security interest in, among other things, certain trademarks, tradenames, corporate names, company names, business names, fictitious business names, service marks, logos, trade styles, terms, designs and other business identifiers, and all registrations and recordings thereof, and all applications in connection therewith ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Assignor to Bank of Nova Scotia;

WHEREAS, Bank of Nova Scotia recorded the Trademark Security Agreement on August 27, 1998 at Reel 1775, Frame 0776 in the United States Patent and Trademark Office; and

WHEREAS, Assignor has requested that Bank of Nova Scotia release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of Nova Scotia hereby agrees as follows:

Bank of Nova Scotia hereby fully releases, cancels and terminates all of Bank of Nova Scotia's rights, title, interest and liens in and on:

(a) all of Assignor's now existing or hereafter acquired right, title and interest in and to: all Trademarks, including, without limitation, all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared or appear and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Assignor's business connected with the use of or symbolized by Trademarks; and

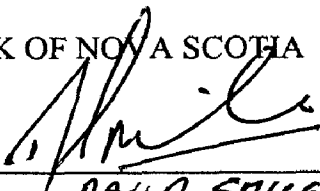
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Assignor against third parties for infringement of the Trademarks or of any license with respect thereto.

Bank of Nova Scotia further agrees, at the sole cost and expense of Assignor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

\* \* \*

IN WITNESS WHEREOF, Bank of Nova Scotia has caused this Release of Trademarks to be duly executed as of the day and year first above written.

THE BANK OF NOVA SCOTIA

By:   
Name: DAVID STILES  
Title: SENIOR MANAGER

TRADEMARKS

TIMMINCO LIMITED

<u>REGISTERED TRADEMARKS AND SERVICE MARKS</u>				
TRADEMARK	REGISTRATION NO.	DATE ISSUED	EXPIRY DATE	
SIL-X	401,543	May 25/1983	May 25/2003	
MAN-X	405,123	Jan. 11/1984	Jan. 11/2004	
CHROMASCO	773,070	Jul. 14/1984	Jul. 14/2004	
MODIFIER-PACK	1,412,738	Oct. 7/1986	Oct. 7/2006	
MODIFIER INGOT	2,136,419	Feb. 17/1998	Feb. 17/2008	
CAL-AL	1,391,233	Apr. 29/1986	Apr. 29/2006	
TIMMINCO ADHESIVES	74/164266	Dec. 22/1992	Dec. 22/2012	
MAG-CAL	1827205	Mar. 22/1994	Mar. 22/2004	
AL-X	2070508	June 10/1997	June 10/2007	

PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS

TRADEMARK	FILING #	REGISTRATION DATE
Modifier Alloy	74/428/055	August 24, 1993
Modifier Puck	74/428/056	August 24, 1993
Modifier Cast	74/428/057	August 24, 1993
Modifier Can	74/428/058	August 24, 1993
Modifier Rod	74/428/060	August 24, 1993
Modifier Stick	74/428/061	August 24, 1993
Modifier	74/428/063	August 24, 1993
Modifier Coil	74/462,817	November 24, 1993
Modifier Tab	74/462,993	November 24, 1993
Modifier Waffle	74/462,813	November 24, 1993
Modifier Bar	74/462,994	November 24, 1993
Modifier Powder	74/706,509	July 27, 1995
Modifier Granules	75/191923	November 4, 1996
Modifier-Stix	75/369377	October 7, 1997
Al-Mag Preblend		
CAL-INJECT	74/719,829 (class 42) 74/719,830 (class 6) 74/719,831 (class 7)	August 24, 1995

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