

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
Quarter Master Industries, Inc.		03/10/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JP MORGAN CHASE BANK		
Street Address:	ONE CHASE SQUARE, CS-5		
Internal Address:	C/O JP MORGAN BUSINESS CREDIT CORP.		
City:	ROCHESTER		
State/Country:	NEW YORK		
Postal Code:	14643		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2658830	QUARTER MASTER	
Registration Number:	2651689	QUARTER MASTER	
CORRESPONDENCE DATA			
Fax Number:	(216)621-6536		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-736-7235		
Email:	fxw@kjk.com		
Correspondent Name:	Frank J. Wardega		
Address Line 1:	1375 East 9th Street		
Address Line 2:	Kohrman Jackson & Krantz; 20th Floor		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Frank. J. Wardega		
Signature:	/Frank J. Wardega/		

CH \$65.00 2658830

Date:

12/01/2008

Total Attachments: 8

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JPMORGAN CHASE BANK
ONE CHASE SQUARE, CS-5
ROCHESTER, NY 14643

PAY-OFF LETTER

November 1, 2004

Hawk Corporation
Thomas A. Gilbride
Vice President - Finance
Hawk Corporation
200 Public Square
Suite 1500
Cleveland, OH 4411

Ladies and Gentlemen:

Reference is made to the Credit and Security Agreement dated as of October 18, 2002 among Hawk Corporation (the "Company"), certain Subsidiaries of the Company (collectively with the Company, the "Borrowers"), as joint and several borrowers, certain Subsidiaries of the Company as guarantors (the "Guarantors", and together with the Borrowers, the "Credit Parties", JPMorgan Chase Bank, as administrative agent (the "Agent"), and the lenders parties thereto (the "Lenders"), as amended, supplemented or otherwise modified from time to time (the "Credit Agreement").

The Company has informed the Agent that the Credit Parties intend to enter into financing arrangements with Key Bank, N.A. ("New Lender") and that the proceeds of certain of the loans to be made by New Lender to the Credit Parties thereunder will be used to refinance all of the Credit Parties' liabilities to the Agent and the Lenders under the Credit Agreement and related documents.

According to the Agent's records, as of **November 1, 2004** (the "Proposed Pay-Off Date") the amounts necessary to pay in full the outstanding principal and accrued interest owing in respect of the loans (the "Loans") and all other liabilities or indebtedness (collectively with the Loans, the "Liabilities") of the Credit Parties to the Agent or the Lenders under the Credit Agreement and the other loan, guaranty or collateral documents executed or delivered in connection therewith (collectively, the "Loan Documents"), are as follows:

- | | | |
|-----|---|-----------------|
| (1) | Aggregate outstanding principal
balance of the Loans as of the
Proposed Pay-Off Date: | \$40,078,287.60 |
| (2) | Accrued but unpaid interest
on the Loans as of the
Proposed Pay-Off Date: | \$193,035.47 |

Accrued but unpaid commitment

(3) fees on the Loans as of the Proposed Pay-Off Date:	\$3,115.91
(4) Other outstanding amounts owing in respect of the Loan Documents(L/C fee):	\$7,465.19
(5) LIBOR Breakage	\$3,453.13
(6) Legal Fees and expenses (Jones Day)	\$28,468.22
(7) Termination Fee	\$263,928.57

Total Loans Pay-Off Amount as of the Proposed Pay-Off Date: \$40,577,754.09

Payment of the Total Loans Pay-Off Amount should be made to the Agent by way of a wire transfer of immediately available funds directed as follows:

Bank Name: JPMorgan Chase Bank
ABA Routing #: 021000021
Account #: 801 800 927
Account Name: Hawk Corporation
Reference: Loan Payout
Attention: Diane Butler

In addition, all outstanding Letters of Credit shall have been terminated or a back-to-back letter of credit in form and substance acceptable to the Agent shall have been provided to the Agent ensuring payment of all amounts due under all Letters of Credit remaining outstanding after the Proposed Payoff Date (the "LC Conditions", and together with receipt of the Total Loans Pay-off Amount in immediately available funds, the "Payoff Conditions").

In the event that the Agent (on behalf of the Lenders and itself) does not receive satisfaction of the Payoff Conditions prior to 3:00 p.m., New York time, on the Proposed Pay-Off Date, this letter shall expire and be of no further force and effect.

The Agent hereby acknowledges and agrees that, upon satisfaction of the Pay-Off Conditions in accordance with the preceding paragraphs:

- (a) the Credit Parties will no longer be indebted to the Agent and Lenders, and shall be deemed released from all of their liabilities under the Loan Documents and the Loan Documents shall be terminated, except that the Credit Parties shall remain (i)

obligated to reimburse the Agent and Lenders for amounts due in respect of checking, deposit and other accounts that the Agent and Lenders continue to maintain for the Credit Parties, and (ii) liable for any and all indemnification obligations that by their terms survive termination of the Loan Documents;

(b) all security interests in and other liens on all real and personal property assets of the Credit Parties (including, without limitation, the intellectual property of the Credit Parties) granted in favor of the Agent and Lenders as security for the Loans and Liabilities will be automatically terminated, discharged and forever released;

(c) (i) the Agent authorizes the Credit Parties, the New Lender, their respective counsels and designees to file Uniform Commercial Code financing statement terminations with respect to all Uniform Commercial Code financing statements filed by the Agent concerning the properties and assets of the Credit Parties that secure the Loans and Liabilities, (ii) the Agent agrees to promptly return and deliver any original stock certificates pledged to the Agent as possessory collateral, and (iii) the Agent agrees to promptly deliver appropriate satisfaction of mortgages with respect to any real property collateral,

(d) the Agent shall execute and deliver to the Credit Parties or the New Lender such other lien release documents as the Credit Parties or New Lender may reasonably request in order to evidence or otherwise give public notice of the release and termination of the liens and security interests of the Agent and Lenders in the properties and assets of the Credit Parties.

Each Credit Party hereby acknowledges and agrees that (i) it has no claim or cause of action against the Agent or any of the Lenders (or any of their directors, officers, employees, agents, attorneys or affiliates) arising on or prior to the date hereof under the Credit Agreement or any of the other Loan Documents and (ii) to their knowledge, the Agent and each of the Lenders has heretofore properly performed and satisfied in a timely manner all of its obligations under the Credit Agreement and the other Loan Documents. Additionally, in consideration of the matters set forth in this Payoff Letter, each Credit Party hereby unconditionally releases, waives and forever discharges (x) any and all liabilities, obligations, duties, promises or indebtedness of any kind of the Agent or of any of the Lenders to such Credit Party and (y) all claims, offsets, causes of action, suits or defenses of any kind whatsoever (if any), whether known or unknown, which such Credit Party might otherwise have against the Agent or any of the Lenders or any of their directors, officers, employees, agents or affiliates, in the case of (x) and (y) above, on account of any condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance or matter of any kind whatsoever which existed, arose or occurred at any time prior to the date hereof.

By signing below, the Credit Parties hereby agree to the terms of the foregoing letter and further agree to indemnify the Agent or Lenders for any amounts becoming due the Agent or Lenders by virtue of payment by the Agent or Lender of any checks drawn on any account of the Credit Parties and any amounts becoming due the Agent or Lenders by virtue of non-payment of checks from the Credit Parties' account debtors which previously have been credited to the Credit Parties' loan(s), operating account(s) or otherwise previously credited to the Credit Parties

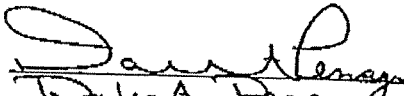
by the Agent or Lenders and for which the Agent or Lenders, as the case may be, have not been previously reimbursed.

This letter may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same letter, and shall not be effective until executed by the Agent, each Borrower and each Guarantor.

The Agent agrees and understands that this letter will be provided to New Lender and New Lender is entitled to rely upon the information contained herein and is a third-party beneficiary of paragraphs (c) and (d) on page 3 of this letter.

Very truly yours,

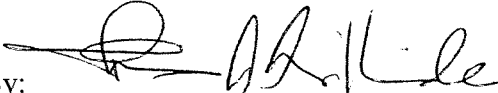
JPMORGAN CHASE BANK

By: 
Name: Danya A. Pershad
Title: Vice President


ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

BORROWERS:

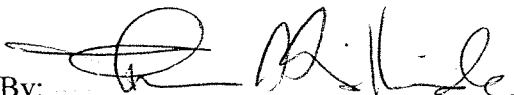
Hawk Corporation

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance


Allegheny Clearfield, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance


Friction Products Co.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

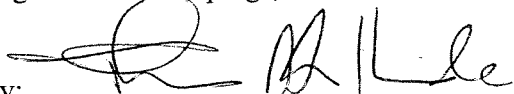
Hawk Motors, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

Helsel, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

Logan Metal Stampings, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

Net Shape Technologies LLC, Inc.

By: 

Name: Thomas A. Gilbride

Title: Vice President - Finance

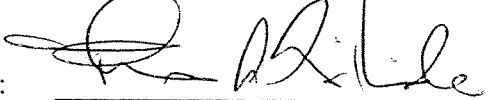
Quarter Master Industries, Inc.

By: 

Name: Thomas A. Gilbride

Title: Vice President - Finance

S.K. Wellman Corp.

By: 

Name: Thomas A. Gilbride

Title: Vice President - Finance

Sinterloy Corporation

By: 

Name: Thomas A. Gilbride

Title: Vice President - Finance

Tex Racing Enterprises, Inc.

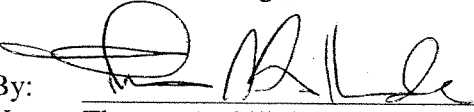
By: 

Name: Thomas A. Gilbride

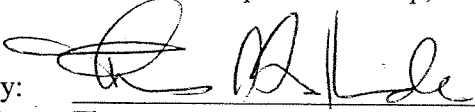
Title: Vice President - Finance

GUARANTORS:

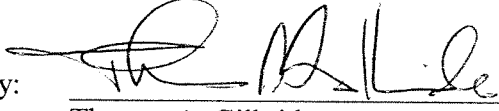
S.K. Wellman Holdings, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

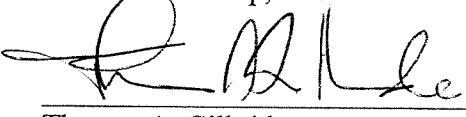
Hawk Precision Components Group, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

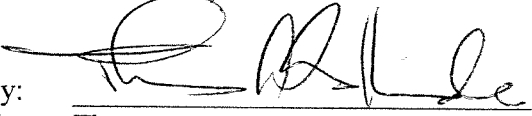
Hawk MIM, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

Wellman Products Group, Inc.

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

Wellman Products, LLC

By: 
Name: Thomas A. Gilbride
Title: Vice President - Finance

10/10/10

RECORDED: 12/01/2008

**TRADEMARK
REEL: 003895 FRAME: 0572**