

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
TD Bank, N.A. and Keybank National Association	FORMERLY TD Bank, N.A. was formerly TD Banknorth, N.A. and as Banknorth, N.A.	12/09/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Weidmann Industries, LP		
Composed Of:	COMPOSED OF EHV-Weidmann Industries Inc., Weidmann Industries, L.P., and WICOR Americas Management Inc.		
Street Address:	40 Gordon Mills Way		
City:	St. Johnsbury		
State/Country:	VERMONT		
Postal Code:	05819		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2685302	NORSHIM 930	
CORRESPONDENCE DATA			
Fax Number:	(802)862-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Lawrence H. Meier		
Address Line 1:	199 Main Street		
Address Line 4:	Burlington, VERMONT 05401		
ATTORNEY DOCKET NUMBER:	06228-00015		
NAME OF SUBMITTER:	Lawrence H. Meier		

OP \$40.00 2685302

Signature:

/lawrence h. meier/

Date:

12/12/2008

Total Attachments: 3

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RELEASE OF WEIDMANN INDUSTRIES, LP
FROM OBLIGATIONS UNDER THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE (the “**Release**”), effective December 9, 2008, is given by **TD BANK, N.A.** (formerly known as TD Banknorth, N.A. and as Banknorth, N.A.) and **KEYBANK NATIONAL ASSOCIATION** (each bank is individually referred to as a “**Lender**”, and collectively they are referred to as the “**Lenders**”; TD BANK, N.A. is referred to as the “**Agent**” when it is acting as such) in favor of **WEIDMANN INDUSTRIES, LP** (“**Weidmann Industries**”).

Recitals

- A.** The Lenders and Weidmann Industries are parties to an Amended and Restated Loan and Security Agreement, dated December 19, 2007 (the “**Loan Agreement**”) whereby Weidmann Industries unconditionally, irrevocably, and absolutely guaranteed the due and punctual payment and performance of all Obligations (as defined in the Loan Agreement) and granted to the Agent, for the benefit of the Lenders, a continuing lien and security interest upon all of Weidmann Industries’ current and future assets, including without limitation any and all of Weidmann Industries’ personal property located on the real property municipally known as 930 Gartshore Street, Fergus, Ontario, Canada (collectively, the “**WILP Collateral**”).
- B.** Pursuant to a Loan and Security Agreement, dated February 11, 2005 (the “**Original Loan Agreement**”; the Original Loan Agreement was amended and restated by an agreement dated as of March 10, 2006 and, thereafter, by the Loan Agreement), Weidmann Industries granted to the Agent a security interest in the WILP Collateral and, in furtherance thereof executed an Intellectual Property Security Agreement in favor of the Agent (the “**IP Agreement**”).
- C.** In connection with the sale by Weidmann Industries of substantially all its assets, and pursuant to the terms of the Loan Agreement, the Lenders are to release Weidmann Industries as a Guarantor (as defined in the Loan Agreement), and Agent is to terminate all liens on the WILP Collateral.

Terms

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

- 1.** The Lenders and the Agent hereby release Weidmann Industries from all liability under the IP Agreement.

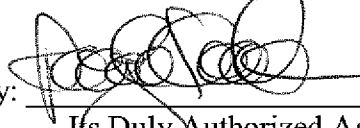
2. The Agent shall, at the sole cost of the Borrowers (as defined in the Loan Agreement), promptly arrange for the termination, discharge, or amendment, as the case may be, of all financing statements filed by the Agent covering the WILP Collateral identified in the IP Agreement, including without limitation U.S. Trademark Registration No. 2,685,302 for NORSHIM 930 and Canadian Trade Mark Registration No. TMA417985 for NORSHIM 930.

3. The Agent shall, at the sole cost of the Borrowers and if needed to release the Agent's lien on the WILP Collateral identified in the IP Agreement, promptly arrange for the filing of this Release with the United States Patent and Trademark Office and the Canadian Intellectual Property Office and shall provide the Borrowers with satisfactory evidence of any such filing.

IN WITNESS WHEREOF, the Lenders and the Agent have executed this Release as of the date first written above.

TD BANK, N.A., as Agent and a Lender

Linda Blair
 Witness
 Print Name: Linda Blair

By: 
 Its Duly Authorized Agent
 Print Name: Douglas Graham
 Title: Senior Vice President

**KEYBANK NATIONAL ASSOCIATION,
 as a Lender**

 Witness
 Print Name: _____

By: _____
 Its Duly Authorized Agent
 Print Name: _____
 Title: _____

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2. The Agent shall, at the sole cost of the Borrowers (as defined in the Loan Agreement), promptly arrange for the termination, discharge, or amendment, as the case may be, of all financing statements filed by the Agent covering the WILP Collateral identified in the IP Agreement, including without limitation U.S. Trademark Registration No. 2,685,302 for NORSHIM 930 and Canadian Trade Mark Registration No. TMA417985 for NORSHIM 930.

3. The Agent shall, at the sole cost of the Borrowers and if needed to release the Agent's lien on the WILP Collateral identified in the IP Agreement, promptly arrange for the filing of this Release with the United States Patent and Trademark Office and the Canadian Intellectual Property Office and shall provide the Borrowers with satisfactory evidence of any such filing.

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TD BANK, N.A., as Agent and a Lender

 Witness
 Print Name: _____

By: _____
 Its Duly Authorized Agent
 Print Name: _____
 Title: _____

**KEYBANK NATIONAL ASSOCIATION,
 as a Lender**

Angela Cifer

 Witness
 Print Name: Angela Cifer

By: *[Signature]*

 Its Duly Authorized Agent
 Print Name: Manolis J. Costello
 Title: V.P.

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