



05-25-2010

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office



103598128

To the Director of the U. S. Patent and

uments or the new address(es) below.

5/20/10

1. Name of conveying party(ies):

CALWAX, LLC

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) September 27, 2005

- Assignment
- Security Agreement
- Other Assignment and Assumption Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: BANK OF AMERICA, N.A.

Internal

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

Street Address: 200 Glastonbury Boulevard

City: Glastonbury

State: Connecticut

Country: United States Zip: 06033

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

Other Ntl. Banking Assoc. Citizenship United States

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)

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

3691249 ("Calwax" Logo) and 3713991 ("Calwax" Word)

Additional sheet(s) attached?  Yes  No

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

N/A

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

Name: Brad Y. Chin, Squire Sanders & Dempsey, L.L.P.

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

Street Address: 8000 Towers Crescent Drive

14th Floor

City: Vienna

State: Virginia Zip: 22182

Phone Number: (703) 720-7800

Fax Number: (703) 720-7802

Email Address: ipgeneralty@ssd.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/24/2010 MJAMA1 00000020 502222 3691249

Deposit Account Number 50-2222-00 DA

Authorized User Name Brad Y. Chin

9. Signature:

Signature

Brad Y. Chin, Reg. No. 52, 738

Name of Person Signing

May 20, 2010

Date

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

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated: As of September 27, 2005

Reference is made to the Loan and Security Agreement dated as of December 23, 2003 as amended (the "Credit Agreement") between GENERAL ELECTRIC CAPITAL CORPORATION a Delaware corporation, (the "Assignor") and REMET CORPORATION (the "Borrower"). Terms defined in the Credit Agreement are used herein with the same meanings. The Assignor and BANK OF AMERICA, N.A., a national banking association (the "Assignee") hereby agree as follows:

1. The Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby accepts and assumes from the Assignor, a 100% interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the Effective Date (as defined below).

2. The Assignor represents and warrants to the Assignee that (i) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any adverse claim and (ii) it is legally authorized to enter into this Assignment and Assumption Agreement.

3. The Assignor (i) makes no representation or warranty (except those set forth above) and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document, or any other instrument or document furnished pursuant thereto; and (ii) makes no representation or warranty, and assumes no responsibility, with respect to the financial condition of the Borrower or the performance or observation by the Borrower of any of its obligations under the Credit Agreement, or any other Loan Document, or any other instrument or document furnished pursuant thereto.

4. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed necessary to make its own credit analysis and decision to enter into this Assignment and Assumption Agreement; (ii) agrees that it will, independently and without reliance upon the Assignor, or any other person or entity, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) agrees that it will perform, in accordance with their terms, all of the obligations which by the terms of the Credit Agreement are required to be performed by it.

5. The effective date of this Assignment and Assumption Agreement shall be September 27, 2005 (the "Effective Date").

6. From and after the Effective Date (i) the Assignee shall be a party to the Credit Agreement and, to the extent rights and obligations have been transferred to it by this Agreement, shall have the rights and obligations of the lender thereunder; and (ii) the Assignor

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shall, to the extent its rights and obligations have been transferred to the Assignee by this Agreement, relinquish its rights and be released from its obligations under the Credit Agreement. The Assignor shall, upon the Effective Date, endorse without recourse, representation or warranty such Notes as it may be holding pursuant to the Credit Agreement to the order of the Assignee.

7. From and after the Effective Date the Assignor shall hold in trust all payments it receives in respect of the interest assigned hereby and shall promptly remit such payments to the Assignee.

8. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws applicable to the Credit Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Assignment and Assumption Agreement to be executed by their respective officers thereunto duly authorized, as of the first date written above.

**GENREAL ELECTRIC CAPITAL CORPORATION**

As Assignor

By: 

Its Authorized Officer

**BANK OF AMERICA, N.A.**

As Assignee

By: 

Its Vice President.