

12-06-2001



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Fleet National Bank, as Agent  
100 Federal Street  
Boston, MA 02110

A national banking association

2. Name and address of receiving party:

Wabash Aluminum Alloys, L.L.C.  
One International Place  
Boston, MA 02110

A Delaware Limited Liability Company

3. Nature of conveyance: Termination and Release of Patent Collateral Assignment and Security Agreement

Execution date: October 30, 2001

4. Application numbers and registration numbers:

A. Patent numbers:

See attached Schedule A.

12/06/2001 LMUELLER 00000029 5022897

01 FC:581

40.00 OP

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

Julie Tamburo  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

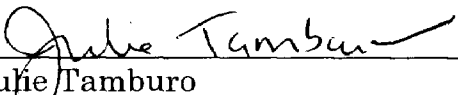
6. Total number of applications and patents involved: 1

7. Total fee enclosed: \$ 40.00

8. Deposit account number: Not applicable

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

  
Julie Tamburo  
October 30, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

Sent via U.S. Post Office Express Mail on November 2, 2001, Receipt No. EL 931220156

## SCHEDULE A

### ISSUED AND PENDING PATENTS

#### Patents Issued by U.S. Patent and Trademark Office

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
5022897	6/11/91	Gerald P. Balcar; Paul Krumrine; Neal Schwartz; Burton J. Sutker; Gail J. Wood	Method for Hazardous Waste Removal and Neutralization

#### Patents Pending with U.S. Patent and Trademark Office

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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**TERMINATION AND RELEASE**  
**OF**  
**PATENT COLLATERAL ASSIGNMENT AND**  
**SECURITY AGREEMENT**

**WABASH ALUMINUM ALLOYS, L.L.C.**

**TERMINATION AND RELEASE OF PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**, dated as of October 30, 2001 by **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent"), in connection with the Amended and Restated Revolving Credit Agreement, dated as of May 1, 1998 (as heretofore amended and in effect, the "Credit Agreement"), by and among **WABASH ALUMINUM ALLOYS, L.L.C.**, a Delaware limited liability company, (the "Company"), certain affiliates of the Company, the Agent and the Banks listed on Schedule 1 thereto.

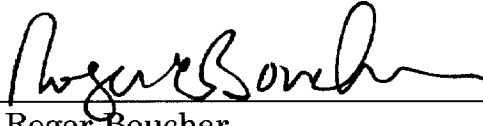
**WHEREAS**, the Company and the Agent entered into a Patent Collateral Assignment and Security Agreement, dated as of May 15, 2001 (the "Patent Agreement"), which Patent Agreement was recorded May 29, 2001, with the United States Patent and Trademark Office at Reel 012014, Frame 0387 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

**WHEREAS**, pursuant to the Credit Agreement and the Patent Agreement, the Company granted, assigned, transferred and conveyed to the Agent, by way of collateral security, the Patent Collateral (as defined in the Patent Agreement); and

**WHEREAS**, the Agent has agreed to terminate and release the Patent Agreement and assign and transfer to the Company its right, title and interest in the Patent Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Patent Agreement and assigns and transfers to the Company, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Patent Collateral, including, without limitation, the patents listed on Exhibit A attached hereto, effective as of the date set forth above.

**FLEET NATIONAL BANK,**  
as Agent

By:   
Name: Roger Boucher  
Title: Director

## CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5<sup>th</sup> day of October, 2001, personally appeared Roger Boucher to me known personally, and who, being by me duly sworn, deposes and says that he is a Director of **FLEET NATIONAL BANK.**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.

Notary Public

My Commission Expires:

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**WABASH ALUMINUM ALLOYS, L.L.C.'S PATENTS**

<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Inventor(s)</u></b>	<b><u>Title</u></b>
5022897	6/11/91	Gerald P. Balcar; Paul Krumrine; Neal Schwartz; Burton J. Sutker; Gail J. Wood	Method for Hazardous Waste Removal and Neutralization