Form PTO-1595 RECORDATION FOR (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Docket No.: 395293/011
Tab settings ⇒ ⇒ ⇒	Please record the attached original documents or copy thereof.
Name of conveying party(les): Fleet Capital Corporation	Name and address of receiving party(ies) Name: Ormet Primary Aluminum Corporation Internal Address: 1233 Main Street
Additional name(s) of conveying party(ies) attached? 🏬 Yes 🍇 No	
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Termination and Release	Street Address:
	City: Wheeling State: WV Zip: 26003
Execution Date: February 7, 2004	Additional name(s) & address(es) attached? 📮 Yes 🔼 No
A. Patent Application No.(s) See schedule attached	ication, the execution date of the application is: B. Patent No.(s) See schedule attached tached?
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Laura E. Goldbard	7. Total fee (37 CFR 3.41)\$360.00
Internal Address: Stroock & Stroock & Lavan LLP	Enclosed Authorized to be charged to deposit account
Street Address: <u>180 Maiden Lane</u>	8. Deposit account number: 19-4709
City: New York State: NY Zip: 10038	(Attach duplicate copy of this page if paying by deposit account)
	THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing the is a true copy of the original document. Laura E. Goldbard Name of Person Signing Total number of pages including covered.	information is true and correct and any attached copy April 7, 2004 Signature Date ar sheet, attachments, and documents: 7

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

SSL-DOCS1 1446155

Patent and Patent Applications

<u>Name</u>	Scrial #/Patent#	Date Med/
Method and Apparatus for Ultrasonic Testing of Aluminum Billet	P-5,948,985	66/L/6
Method and Apparatus for Controlling the Cleaning Cycle of Air Filter Elements	P-5,711,785	1/27/98
Treatment and Disposal of Red Mud Generated in the Bayer Process – U.S.	P-5,607,598	3/4/97
Brazilian Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process-	S-9662657-0	6/5/96
Hedian Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process-	S 213/eal/96	796/9/2
Jamaican Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process-	S-18/1/3695	346/96
Venezuelan Patent Application/Treatment and Disposal of Red Mud-Generated in the Bayer Process	S 493-96	3/27/96
Australian Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process	P=701874	S127/99
Groundwater Total Cyanide Treatment Apparatus	P-5,853,573	12/29/98
Groundwater Total Cyanide Treatment Method	P-5,647,996	7/15/97

NY1:1492461.1 {B0261491;1}

Name	Serial#/Patent#	<u>Date Filed/</u> Granted
Method of Manufacturing Cold Formed Light Alloy Automotive Wheel Rim	S-9,827,659	4/6/01
Brush Finish Pattern for Aluminum Coil Sheet	60/327, 932	10/6/01
Method of Controlling the Amount of Seed Material in the Precipitation State of the Bayer Process	4,150,952	
Filteration Apparatus	4,221,666	

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TERMINATION AND RELEASE – PATENTS dated as of February \nearrow , 2004, by Fleet Capital Corporation, as agent for certain lenders (together with its successors and assigns, the "Agent").

WHEREAS, Ormet Primary Aluminum Corporation, a Delaware corporation (together with its successors and assigns, the "Company"), is the owner of each patent listed on Schedule I hereto, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Patent Collateral").

WHEREAS, the Company has entered into a Notice of Collateral Assignment of Patents and Trademarks, dated as of May 24, 2002 (the "Collateral Assignment"), in favor of the Agent;

WHEREAS, the Company has entered into an Assignment for Security – Patents, dated as of May 24, 2002 (the "Patent Assignment," and together with the Collateral Assignment, the "Patent Collateral Agreements"), in favor of the Agent;

WHEREAS, the Company desires to confirm and record that the Patent Collateral Agreements, and all of the rights of the Agent in the Patent Collateral thereunder, have terminated.

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

- 1. The Agent hereby (i) confirms and agrees that the Patent Collateral Agreements are hereby terminated in their entirety, and that no party thereto shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under the Patent Collateral Agreements, and (ii) releases all rights Agent has in the Patent Collateral to the Company, and (iii) certifies that no security interest is claimed by Agent in the Trademark Collateral.
- 2. The Agent hereby consents to the recordation of this Termination and Release Patents by the Company with the Commissioner of Patents and Trademarks and any appropriate federal or state agency, and grants to the law offices of O'Melveny & Myers LLP, of New York, New York, U.S.A., and its agents, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation before the trademark offices of any country in the world.

* * *

IN WITNESS WHEREOF, the Agent has caused this Termination and Release -Patents to be duly executed as of the date first written above.

FLEET CAPITAL CORPORATION

[Seal]

who, being duly sworn by me, did depose and say that he is the of Fleet Capital Corporation, and that he executed the foregoing instrument in the firm name of Fleet Capital Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

My commission expires: 7/20/07

OFFICIAL SEAL STEFANIE NEWELL

NY1:1492461.1 {B0261491; 1}

Schedule I

Patent and Patent Applications

<u>Name</u>	Serial #/Patent#	Date Med/ Granted
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Brazilian Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process	S-9602657-0	96/5/9
Indian Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process	S-213/cal/96	2/6/96
Jamaican Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process	S-18/1/3695	3/6/96
Venezuelan Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process	S-493-96	3/27/96
Australian Patent Application/Treatment and Disposal of Red Mud Generated in the Bayer Process	P-701874	5/27/99
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Method of Controlling the Amount of Seed Material in the Precipitation State of the Bayer Process	4,150,952	
Filteration Apparatus	4,221,666	

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RECORDED: 04/07/2004