

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
BankAmerica Business Credit, Inc., as agent	02/11/2005
RECEIVING PARTY DATA	
Name:	Kaiser Aluminum & Chemical Corp.
Street Address:	5847 San Felipe
Internal Address:	2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77057
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	4771991
Patent Number:	4843854
CORRESPONDENCE DATA	
Fax Number:	(312)782-8585
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	3122694266
Email:	swburt@jonesday.com
Correspondent Name:	Scott W. Burt
Address Line 1:	77 W Wacker Dr
Address Line 2:	3500
Address Line 4:	Chicago, ILLINOIS 60305
ATTORNEY DOCKET NUMBER:	394328-615008
NAME OF SUBMITTER:	Scott W. Burt
Total Attachments: 4 source=BABC Security Interest Release#page1.tif	

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February 11, 2005

Kaiser Aluminum & Chemical Corporation
5847 San Felipe, Suite 2500
Houston, Texas 77057
Attention: Kerry A. Shiba,
Vice President, Chief Financial Officer and Treasurer

Re: Kaiser Aluminum & Chemical Corporation

Dear Mr. Shiba:

Reference is made to that certain Payoff Letter ("Payoff Letter") from Bank of America, N.A. ("Bank of America") to Kaiser Aluminum & Chemical Corporation (the "Company") dated as of February 11, 2005. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Payoff Letter.

1. Delivery of Documents. Following Bank of America's receipt of the Payoff Amount and satisfaction of the conditions in Section 3 thereof, Bank of America, in its capacity as agent under that certain Credit Agreement (as amended, supplemented or otherwise modified, the "Pre-Petition Credit Agreement") dated as of February 15, 1994 among Kaiser Aluminum Corporation, the Company, certain financial institutions and Bank of America (as successor to BankAmerica Business Credit, Inc.), as agent, hereby releases any and all Liens and security interests in the assets of the Obligors under (and as defined in) the Pre-Petition Credit Agreement held by it with respect to any of the obligations of such Obligors under the Pre-Petition Credit Agreement (the "Pre-Petition Obligations"). Bank of America at the instruction and expense of the Company will deliver to the Company (or to another Person as instructed by the Company) (a) UCC termination statements signed by Bank of America (if required by applicable law) in respect of any outstanding UCC financing statements in respect of the Pre-Petition Obligations (in form and substance reasonably satisfactory to the Agent), (b) mortgage releases in respect of each mortgage under the Pre-Petition Credit Agreement (in form and substance reasonably satisfactory to the Agent) and (c) any certificate or other document or instrument representing collateral under the Pre-Petition Credit Agreement ("Pre-Petition Collateral") that is in the possession of Bank of America. Bank of America hereby authorizes the Company (or another Person as instructed by the Company), upon receipt of the Payoff Amount, the satisfaction of the conditions in Section 3 of the Payoff Letter and the release of the Bank of America's Liens and security interests as provided herein, to file such financing statements, releases or other instruments, or such other termination statements, instruments or releases not requiring Bank of America's signature (in form and substance

reasonably satisfactory to the Agent), evidencing the release of Pre-Petition Collateral with the applicable filing or recording offices.

2. Further Assurances; Costs and Expenses. At any time and from time to time, upon the request and at the expense of the Company, Bank of America will execute and deliver any and all further instruments and documents and take such further action as the Company (or another person as instructed by the Company) may reasonably request to effectuate, or reflect public record, the release of the security interests and Liens referred to in Section 1 above. The Company agrees to pay all costs and expenses of Bank of America in connection with the preparation, execution, delivery, filing and recording of this letter agreement, any releases or terminations executed in furtherance thereof and any such documents or amendments, including the reasonable fees and out-of-pocket expenses of counsel to Bank of America.

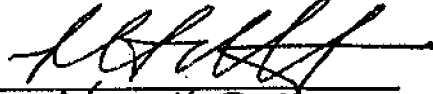
3. Confirmation of Termination of Commitments. By signing below, the Company confirms all Commitments under (and as defined in) the Pre-Petition Credit Agreement have been terminated.

4. This letter agreement may be executed and delivered (either by hand, mail, electronic mail or telecopy) by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by telecopy or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Letter. This letter agreement shall be deemed to be a contract made under and governed by the internal laws of the State of New York, without giving effect to such laws relating to conflicts of laws to the extent not preempted by federal bankruptcy law, provided that the Agent and the Lenders (each as defined in the Pre-Petition Credit Agreement) shall retain all rights arising under federal law.

[remainder of page left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this letter agreement as of date first set forth above.

**BANK OF AMERICA, N.A., as agent
under the Pre-Petition Credit Agreement**

By: 
Name: *Robert M. DeHaven*
Title: *Vice President*

**KAISER ALUMINUM & CHEMICAL
CORPORATION**

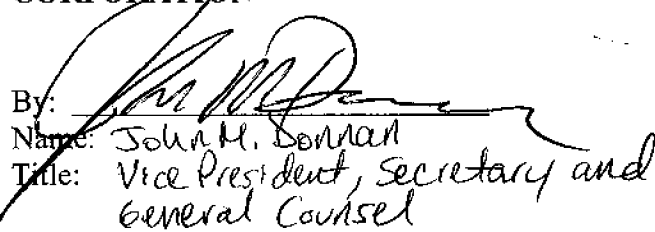
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has executed this letter agreement as of date first set forth above.

BANK OF AMERICA, N.A., as agent
under the Pre-Petition Credit Agreement

By: _____
Name:
Title:

**KAISER ALUMINUM & CHEMICAL
CORPORATION**

By: 
Name: John M. Donnan
Title: Vice President, Secretary and
General Counsel