

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
First Union National Bank (n/k/a/ Wachovia Bank), as Administrative Agent	07/30/2007
RECEIVING PARTY DATA	
Name:	Chromalox, Inc. (f/k/a/ Heat Acquisition Corp.)
Street Address:	103 Gamma Drive
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15238
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	09878624
Application Number:	09878640
Patent Number:	5528722
Patent Number:	5844211
Patent Number:	6172345
Patent Number:	6191400
Patent Number:	6485323
Patent Number:	6633727
Patent Number:	6668136
Patent Number:	6011243
Patent Number:	4733015
Patent Number:	4733055
Patent Number:	5537026
CORRESPONDENCE DATA	

CH \$520.00 09878624

501272570

PATENT  
REEL: 024879 FRAME: 0772

Fax Number: (213)430-6407

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (213) 430-8308

Email: sgordon@omm.com

Correspondent Name: Shari L. Gordon

Address Line 1: 400 S. Hope Street

Address Line 2: 18th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:

153,732-4

NAME OF SUBMITTER:

Shari L. Gordon

Total Attachments: 4

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301 South College Street  
Charlotte, NC 28268

**WACHOVIA SECURITIES**

July 30, 2007

**VIA TELECOPY**

Chromalox, Inc.  
c/o J.P. Morgan Partners, LLC  
103 Gamma Drive  
Pittsburgh, PA 15238  
Attention: Mr. Edward Cumberledge  
Telecopier: (412) 967-3800  
Telephone: (412) 967-5148

**Re:** Credit Agreement dated as of December 7, 2001 (as amended, the "Credit Agreement") by and among Chromalox, Inc., f/k/a Heat Acquisition Corp. (the "Company"), the lenders thereto and Wachovia Bank, National Association, as Administrative Agent for the Lenders

Dear Mr. Cumberledge:

Reference is made to the Credit Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to those terms in the Credit Agreement.

The Company has advised the Administrative Agent that the Company will pay to the Administrative Agent all of the obligations (collectively, the "Obligations") outstanding under the Credit Agreement and the agreements, instruments and other documents executed in connection with the Credit Agreement (collectively, the "Loan Documents") on the condition that:

- (i) the Loan Documents shall be terminated; and
- (ii) all liens and security interests (collectively, the "Liens") granted by the Company and/or the Guarantors (as defined in the Credit Agreement) are released and terminated of record.

This will confirm that the Administrative Agent, on behalf of the Lenders, agrees that upon its receipt of: (a) the Payoff Amount (as defined below), in immediately available funds, no later than 3:00 p.m., E.T on July 31, 2007; (b) the Backing Letter of Credit (as defined below); (c) the Cash Collateral Letter (as defined below) executed by the Company; and (d) the Side Letter (as defined below) executed by the Company:

1. The first step is to identify the problem.  
 2. The second step is to define the problem.  
 3. The third step is to analyze the problem.  
 4. The fourth step is to develop a solution.  
 5. The fifth step is to implement the solution.  
 6. The sixth step is to evaluate the solution.

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## PATENT

REEL: 024879 FRAME: 0774

- (i) all of the Liens granted by the Obligors shall be deemed released and shall be of no further force or effect;
- (ii) the Obligors and their respective designees are authorized to file UCC terminations, satisfactions of mortgages and/or other releases to evidence the Administrative Agent's release of the Liens;
- (iii) except for indemnification obligations that by their express terms survive, the Obligors are released from all Obligations under the Loan Documents and the Loan Documents are terminated; and
- (iv) the Administrative Agent will deliver to the Company (or its designee) all original possessory collateral, including but not limited to, all stock certificates and promissory notes, held by the Administrative Agent.

For purposes hereof, the "Payoff Amount" shall mean \$36,957,224.20, consisting of the following:

Principal:	\$36,911,644.87
Interest:	\$ 31,118.15
Letter of Credit Fees:	\$ 6,783.34
Unutilized/Commitment Fee:	\$ 1,677.84
Legal Fees:	\$ 6,000.00
Total	\$36,957,224.20

If payment in full of the Payoff Amount is not received by 3:00 p.m., E.T. on July 31, 2007, a per diem amount will be payable for each day thereafter in the amount of \$10,150.26 (the "Per Diem Amount"). The Per Diem Amount is based, in part, upon the LIBOR Rate of interest of the Administrative Agent (the "LIBOR Rate") in effect as of the date of this letter agreement. If subsequent to the date of this letter agreement the LIBOR Rate increases, the Administrative Agent reserves the right to increase the Per Diem Amount to reflect such change. This payoff letter shall remain effective until 3:00 p.m., E.T. on August 1, 2007.

Payment of the Payoff Amount (other than the Legal Fees), together with any Per Diem Amount, should be made to the Bank by way of wire transfer in immediately available funds directed as follows:

Wachovia Bank  
ABA# 053000219  
Acct Name: Heat Acquisition/Clyornalox  
Acct # 1459670001944

Payment of the Legal Fees should be made to Bank's counsel by way of wire transfer in immediately available funds delivered as follows:

Mellon Bank N.A.  
Philadelphia, PA  
ABA Number: 031000037  
Swift Code: MELNUS3P (International)  
Account #2-022-986

For purposes hereof: (a) the "Backing Letter of Credit" shall mean an original standby letter of credit in the face amount of \$1,925,509.05 issued by a financial institution acceptable to the

Administrative Agent and in form and substance acceptable to the Administrative Agent and generally in the form set forth on Schedule I; (b) the "Cash Collateral Letter" shall mean a letter in form and substance acceptable to the Administrative Agent and generally in the form set forth on Schedule II; and (c) the "Side Letter" shall mean a letter in form and substance acceptable to the Administrative Agent and generally in the form set forth on Schedule III.

Upon the reasonable request from time to time of the Obligors and/or the agent for the Obligors' new credit facility, the Administrative Agent agrees, at the Obligors' expense, to execute and deliver such additional similar lien releases and mortgage satisfactions and other documents as may be necessary to effectively terminate any and all of the Liens on the assets and properties of the Obligors on any public record and to otherwise effectuate the intent and purpose of this payoff letter.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Name: C. Jeffrey Scaton  
Title: Managing Director

CONSENTED AND AGREED TO:

CHROMALOX, INC.

By: 

Name: SCOTT DYSERT  
Title: PRESIDENT

**PATENT SCHEDULE**

<b>Current Owner</b>	<b>Patent Title</b>	<b>Patent/Publication No.</b>	<b>Issue/Publication Date</b>
Chromalox, Inc.	Rotable integral wiring enclosure	20020015586	02/07/2002
Chromalox, Inc.	Multivariable compact electric heater	20020015585	02/07/2002
Chromalox, Inc.	Rotable housing for screw plug immersion heater	5528722	06/18/1996
Chromalox, Inc.	Contoured heating element	5844211	12/01/1998
Chromalox, Inc.	High-voltage cartridge heater and method of manufacturing same	6172345	01/09/2001
Chromalox, Inc.	Metal sheath heating element and method of manufacturing same	6191400	02/20/2001
Chromalox, Inc.	Adapter assembly for heaters and the like	6485323	11/26/2002
Chromalox, Inc.	Integrated heater and controller assembly	6633727	10/14/2003
Chromalox, Inc.	Integral heating and cooling unit	6668136	12/23/2003
Chromalox, Inc.	Holding cabinet and method and apparatus for controlling a holding cabinet	6011243	01/04/2000
Chromalox, Inc.	Termination assembly	4733015	03/22/1988
Chromalox, Inc.	Heat transfer heating element and method	4733055	03/22/1988
Chromalox, Inc.	Method and apparatus for power controller operation using master and slave firing units	5537026	07/16/1996