

# 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 Aquisition Corp.)
Street Address:	103 Gamma Drive
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15238
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D386748
CORRESPONDENCE DATA	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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:	848,612-1
NAME OF SUBMITTER:	Shari L. Gordon
Total Attachments: 4 source=Chromalox Payoff Letter - Wachovia#page1.tif source=Chromalox Payoff Letter - Wachovia#page2.tif source=Chromalox Payoff Letter - Wachovia#page3.tif source=Chromalox Payoff Letter - Wachovia#page4.tif	

CH \$40.00 D386748

**PATENT**

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REEL: 025945 FRAME: 0013



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:

Wachovia Securities  
100 South College Street  
Charlotte, NC 28288  
Tel: 704.383.8431  
Fax: 704.383.8432  
www.wachovia.com

Ph: 704-383-8431

- (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:	\$ <u>6,000.00</u>
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/Chromalox  
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:

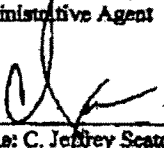
Mellon Bank N.A.  
Philadelphia, PA  
ABA Number: 031000037  
Swift Code: MELNUS3P (International)  
Account #2-022-986

For purposes hereof: (a) the "Backing Letter of Credit" shall mean an original standby letter of credit in the face amount of \$1,985,509.05 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.

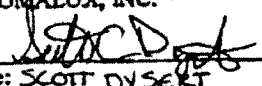
Upon the reasonable request from time to time of the Obligors and/or the agent for the Obligors' new credit facility, the Administrative Agent agrees, at the Obligors' expense, to execute and deliver such additional similar lien releases and mortgage satisfactions and other documents as may be necessary 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 Seaton  
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 No.</b>	<b>Issue Date</b>
Chromalox, Inc. et al.	Holding Cabinet Control Panel Face	D386748	11/25/1997