

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Barclays Bank PLC	12/19/2012
RECEIVING PARTY DATA	
Name:	Sequa Corporation
Street Address:	1310 PAPIN STREET
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5937748
Patent Number:	7246474
PCT Number:	US2005033598
CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	044844-0002
NAME OF SUBMITTER:	Anna T Kwan
Total Attachments: 4 source=patent release - sequa corporation#page1.tif source=patent release - sequa corporation#page2.tif source=patent release - sequa corporation#page3.tif source=patent release - sequa corporation#page4.tif	

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## PATENT RELEASE

THIS PATENT RELEASE (this "Release") is made as of December 19, 2012 by BARCLAYS BANK PLC, as administrative agent and collateral agent (the "Agent") under that certain Credit Agreement, dated as of December 3, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, including, but not limited to, as amended by the Resignation Agreement (as defined below) and as supplemented by the Joinder Agreement, dated as of October 21, 2011, the "Credit Agreement"; unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement), among Blue Jay Acquisition Corporation, a Delaware corporation ("Holdings"), Sequa Corporation, a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time party thereto and the Agent, in favor of the Loan Parties.

## WITNESSETH:

WHEREAS, the Agent, Lehman Commercial Paper Inc. ("Lehman") and the Loan Parties are party to that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of October 14, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Resignation Agreement"), pursuant to which Lehman assigned to the Agent each of the Liens and security interests granted to Lehman under the Loan Documents, including the Guarantee and Collateral Agreement, dated as of December 3, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and the Agent assumed all such Liens, for the ratable benefit of the Secured Parties;

WHEREAS, the Agent and Lehman are party to that certain Agency Assignment Agreement, dated as of October 14, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), pursuant to which Lehman confirmed that all right, title and interest in and to the security interests and each of the Liens granted to Lehman under the Loan Documents, including, among other things, certain patents, patent applications and patent licenses (and intellectual property relating to same) of the Loan Parties, including, without limitation, the patents, patent applications and patent licenses set forth on Exhibit A hereto, have been conveyed, assigned and transferred to the Agent and its successors with all goodwill associated therewith, and to the extent that any such right, title or interest had not been so conveyed, assigned and transferred, Lehman conveyed, assigned and transferred to the Agent all such right, title and interest in and to such security interests and Liens in the intellectual property identified on Exhibit A;

WHEREAS, the Guarantee and Collateral Agreement was recorded by the Patent Assignments Division of the United States Patent and Trademark Office on February 27, 2008, at Reel 020566, Frame 0001;

WHEREAS, the Assignment Agreement was recorded by the Patent Assignments Division of the United States Patent and Trademark Office on October 15, 2011, at Reel 027068, Frame 0254;

WHEREAS, the Loan Parties have requested that the Agent release its security interest in the inventions, patents, patent applications and patent licenses of Sequa Corporation;

WHEREAS, the Agent has agreed to terminate and release the entirety of its security interest in and to the inventions, patents, patent applications and patent licenses referred to on Exhibit A.

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

1. The Agent hereby terminates, cancels, re-pledges, reassigns and releases, without any representation, recourse or undertaking by the Agent, any and all security interests in Sequa Corporation's rights, title and interest in and to all of the following (the "Patent Collateral"): (a) patents and patent applications, throughout the world, including, without limitation, the inventions and improvements described and claimed therein, all inventions and those patents and patent applications listed on Exhibit A attached hereto and made a part hereof and all patents and any reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing;

(b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, the right to sue for past, present and future infringements of any of the foregoing; and (c) all products and proceeds of the foregoing (all of the foregoing clauses (a) and (b) are sometimes hereinafter individually and/or collectively referred to as the "Patents").

2. The Agent hereby reassigns, grants and conveys to Sequa Corporation, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Patent Collateral. If and to the extent the Agent has acquired any right, title or interest to any of the Patents or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Sequa Corporation.

3. The Agent shall take all further actions, reasonably acceptable to the Agent, and provide to Sequa Corporation and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Sequa Corporation, each at Sequa Corporation's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Patent Release to be duly executed by its duly authorized officers as of the day and year first above written.

BARCLAYS BANK PLC, as the Agent

By:   
Name: Craig Malloy  
Title: Director

[Signature Page to Patent Release]

**Exhibit A**

**Patents**

Title	App. No.	Patent No.	Owner
Metal coil printing mechanism and metal coil press machines including registration control	09070965	5937748	Sequa Corporation
Metal shingle system	10947184	7246474	Sequa Corporation
Metal shingle system		PCT/US05/033598	Sequa Corporation