

Form <b>PTO-1594</b> (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2005) Tab settings    ⇨ ⇨ ⇨    ▼    ▼    ▼    ▼    ▼    ▼    ▼		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Client/Matter: <b>395293/011</b>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Fleet Capital Corporation  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Ormet Corporation</u> Internal Address: <u>1233 Main Street, Suite 4000</u>  Street Address: _____ City: <u>Wheeling</u> State: <u>WV</u> Zip: <u>26003</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination and Release</u> Execution Date: <u>February 7, 2004</u>			<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>see schedule attached</u>  B. Trademark Registration No.(s) <u>see schedule attached</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Laura E. Goldbard</u>  Internal Address: <u>Stroock &amp; Stroock &amp; Lavan LLP</u>  _____  Street Address: <u>180 Maiden Lane</u>  _____  City: <u>New York</u> State: <u>NY</u> Zip: <u>10038</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">13</span>  <b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>340.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
<b>8. Deposit account number:</b> <u>19-4709</u>  <small>(Attach duplicate copy of this page if paying by deposit account)</small>			<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <u>Laura E. Goldbard</u> <u><i>Laura E. Goldbard</i></u> <u>April 7, 2004</u> Name of Person Signing                      Signature                      Date  Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">5</span>		

CH \$340.00 194709 76380331

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

SSL-DOCS1 1446150

Schedule 1TRADEMARK COLLATERAL

<u>Trademark/Trade Name</u>	<u>Application/ Registration No.</u>	<u>Registration Date</u>
Satin Plus	1,982,267	6/25/96
VelvetFlow	2,114,522	11/18/97
Velvet Flow and Design	2,076,238	7/1/97
Gourmet Wrap	76,380,331	3/8/02
Burnside	1,091,549	5/16/78
Burnside Bulk Marine Terminal	430,435 330,505	2/22/85 5/26/75
Burnside Bulk Terminal	430,437 330,502	2/22/85 5/26/75
Burnside Marine Terminal	430,438 330,503	5/26/85 5/26/75
Burnside Stevedoring	431,513 330,950	7/22/85 10/30/75
Burnside Storage and Transport	431,515 330,952	7/22/85 10/30/75
Burnside Terminal	430,436 330,504	2/22/85 5/26/75
Burnside Terminal and Design	1,176,545	11/3/81
Burnside Tug & Barge Handling Service	330,954	10/30/75

TERMINATION AND RELEASE -  
TRADEMARKS dated as of February 7, 2004, by  
Fleet Capital Corporation, as agent for certain lenders  
(together with its successors and assigns, the "Agent").

**WHEREAS**, Ormet Corporation, a Delaware corporation (together with its successors and assigns, the "Company"), is the owner of each trademark and service mark listed on Schedule I hereto, together with, among other things, the good-will of the business symbolized by such trademarks and servicemarks 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 "Trademark 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 - Trademarks, dated as of May 24, 2002 (the "Trademark Assignment," and together with the Collateral Assignment, the "Trademark Collateral Agreements"), in favor of the Agent;

**WHEREAS**, the Company desires to confirm and record that the Trademark Collateral Agreements, and all of the rights of the Agent in the Trademark 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 Trademark 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 Trademark Collateral Agreements, (ii) releases all rights Agent has in the Trademark 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 - Trademarks 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.

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Burnside Tug & Barge Handling Service	330,954	10/30/75

NY1:1492461.1  
{B0261491; 1}

RECORDED: 04/07/2004

TRADEMARK  
REEL: 002828 FRAME: 0502