

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (Previously Recorded at Reel 2185 Frame 0107)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Administrative Agent	The Chase Manhattan Bank	07/29/2004	New York banking corporation:

RECEIVING PARTY DATA

Name:	AlphaGary Corporation
Street Address:	170 Pioneer Drive
City:	Leominster
State/Country:	MASSACHUSETTS
Postal Code:	01453
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	0948762	DURAL
Registration Number:	1414628	VYTHENE
Registration Number:	1419620	VYNITE
Registration Number:	1698658	ALPHATEC
Registration Number:	1700065	ALPHASEAL
Registration Number:	1748011	SUPERKLEEN
Registration Number:	2092536	SMOKEGUARD
Registration Number:	2104615	GARAFLEX
Registration Number:	2233326	
Registration Number:	2363667	GARATHANE
Registration Number:	2582493	SENTRA
Registration Number:	2403161	CUSHIONFLEX

CORRESPONDENCE DATA

OP \$315.00 0948762

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051200/0405

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 29, 2004, from JP Morgan Chase Bank (formerly the Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to AlphaGary Corporation (the "Relevant Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee, dated as of November 11, 2000, made by the Grantors (as defined therein) in favor of the Agent (the "Guarantee"), a security interest (the "Security Interest") was granted by the Grantors, including the Relevant Grantor, to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Security Agreement dated as of November 11, 2000, among the Agent and the Grantors (the "Security Agreement"), the Grantors, by reference to the Guarantee, reaffirmed their intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on December 1, 2000, at Reel 2185 and Frame 0107; and


WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, the Trademarks listed on Schedule A). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

J.P. MORGAN CHASE BANK

By:  _____

Name:

Title:

PETER A. DEDOUSIS
MANAGING DIRECTOR

Schedule A

Trademark Registrations

<u>REGISTERED OWNER/GRANTOR</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
ALPHAGARY CORPORATION	DURAL	948,762
ALPHAGARY CORPORATION	VYTHENE	1,414,628
ALPHAGARY CORPORATION	VYNITE	1,419,620
ALPHAGARY CORPORATION	ALPHATEC	1,698,658
ALPHAGARY CORPORATION	ALPHASEAL	1,700,065
ALPHAGARY CORPORATION	SUPERKLEEN	1,748,011
ALPHAGARY CORPORATION	SMOKEGUARD	2,092,536
ALPHAGARY CORPORATION	GARAFLEX	2,104,615
ALPHAGARY CORPORATION	DESIGN ONLY	2,233,326
ALPHAGARY CORPORATION	GARATHANE	2,363,667
ALPHAGARY CORPORATION	SENTRA	2,582,493
ALPHAGARY CORPORATION	CUSHIONFLEX	2,403,161