

05-04-2004

5/3/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102736548

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, As Collateral Agent

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: MILACRON INDUSTRIAL PRODUCTS, INC.

Internal Address:

Street Address: 31003 Industrial Road

City: Livonia State: MI Zip: 48150

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State MI, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other - Release

Execution Date: 4/30/2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City Washington State DC Zip: 20005

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Angela Cioffi Name of Person Signing

Angela Cioffi Signature

4/23/2004 Date

Total number of pages including cover sheet, attachments, and document:

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

05/04/2004 610111 00000011 1034606

01 FC:0521 02 FC:0522 40.00 OP 200.00 OP

TRADEMARK REEL: 002960 FRAME: 0974

CONTINUATION OF ITEM 4

**Trademarks
Schedule 1**

Owner: Milacron Industrial Products, Inc.

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
United States of America	CIMFORM	1034606	3/2/1976	73/051194	5/2/1975	MIP
United States of America	CINCINNATI			76/477155	12/20/2002	MIP
United States of America	DATA PRIME	2391910	10/3/2000	75/387426	11/10/1997	MIP
United States of America	EXCALIBUR	1978927	6/4/1996	74/583104	10/6/1994	MIP
United States of America	FIN-TECH	1978926	6/4/1996	74/583103	10/6/1994	MIP
United States of America	MILSPEX (CL)					MIP
United States of America	MSB	2457114	6/5/2001	76/000182	3/15/2000	MIP
United States of America	NEVER DULL (CL)					MIP
United States of America	PREDICT-A-GRIND	2026925	12/31/1996	75/034154	12/18/1995	MIP
United States of America	TOOLMASTER	1789841	8/24/1993	74/081892	7/25/1990	MIP
United States of America	VIDA	1809910	12/7/1993	74/286628	6/19/1992	MIP

PARTIAL RELEASE OF COLLATERAL

Reference is made to the following agreements: (1) the Amended and Restated Financing Agreement dated as of March 31, 2004 (as amended and supplemented through the date hereof, the "Financing Agreement"), by and among Milacron Inc. ("Milacron"), certain subsidiaries of Milacron listed as "Borrower" on the signature pages thereto, certain subsidiaries of Milacron listed as "Guarantor" on the signature pages thereto, the lenders from time to time party thereto (the "Lenders") and Credit Suisse First Boston, acting through its Cayman Islands Branch ("CSFB"), as administrative agent and collateral agent for the Lenders (in each such capacity, the "Administrative Agent" and the "Collateral Agent", respectively and, in both such capacities, the "Agents"), (2) the Security Agreement dated as of March 12, 2004 (as amended or supplemented through the date hereof, the "Security Agreement"), made by Milacron and certain of its subsidiaries, each listed as "Grantors" on the signature pages thereto, in favor of the Collateral Agent for the benefit of the Agents and the Lenders and (3) the Asset Purchase Agreement to be dated as of April 30, 2004 (the "APA"), by and among Cincinnati Tyrolit, Inc., as purchaser ("Tyrolit"), as purchaser, and Milacron Marketing Company ("MMC"), Cimcool Industrial Products Inc. ("Cimcool"), Milacron Industrial Products Inc. ("MIP") and Milacron Resin Abrasives Inc. ("MRA", and together with MMC, Cimcool and MIP, the "Sellers"), which provides for the sale by the Sellers to Tyrolit of the Assets (as defined in the APA), representing substantially all of the Seller's assets used in the Designated Business other than the Excluded Assets (as defined in the APA) (such sale being herein called the "Abrasives Business Sale"). Unless otherwise specified herein, capitalized terms used in this Partial Release of Collateral shall have the meanings ascribed to them in the Financing Agreement.

The Collateral Agent, on behalf of the Agents and the Lenders, hereby (a) releases and terminates all security interests and other liens granted to the Collateral Agent, for the benefit of the Agents and the Lenders, pursuant to the Security Agreement in and to the assets identified in the APA, including the schedules attached thereto, as "Assets", which comprise the Sellers' business of designing, manufacturing, marketing and selling grinding wheels and abrasive products out of the Products Division Building located at 3000 Disney Street, Cincinnati, Ohio 45209 and certain leased premises in Nogales, Mexico, (b) authorizes the filing by Milacron or any of the Sellers of Uniform Commercial Code partial release amendments, containing the language attached hereto as Exhibit A to effectuate the release of the Assets and (c) authorizes the filing by Milacron or any of the Sellers of Trademark, Patent and Copyright releases, as necessary to effectuate the release of the Assets, including the trademarks, patents and copyrights referenced in Exhibit B attached hereto. The Agents and the Lenders shall have no responsibility for the filing of such documents, and the full cost of making such filings shall be borne by the Milacron and Sellers. All other security interests and liens granted to the Collateral Agent in favor of the Agents and the Lenders pursuant to the Security Agreement that are not expressly released and terminated in accordance herewith shall be unaffected by this Partial Release of Collateral and shall remain in full force and effect. The release contained herein shall be without recourse or warranty.

After the date hereof, the Collateral Agent will from time to time upon the reasonable request of Milacron (and payment in advance of any expected associated expenses) execute and deliver such further documents (including, without limitation, partial lien releases and Uniform Commercial Code amendments) which are reasonably necessary to evidence the Collateral Agent's release of its liens on the Assets.

This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement to this letter.

Dated: April 30, 2004


**CREDIT SUISSE FIRST BOSTON, ACTING
THROUGH ITS CAYMAN ISLANDS BRANCH, as
Collateral Agent and Administrative Agent**

By: _____
Name: _____
Title: _____


By: _____
Name: BRIAN T. CALDWELL
Title: DIRECTOR

Acknowledged and Agreed to on as of this 30th day of April, 2004,

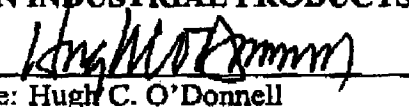
MILACRON INC.

By: 
Name: Hugh C. O'Donnell
Title: Vice President, General Counsel,
Secretary

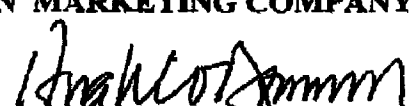
CIMCOOL INDUSTRIAL PRODUCTS INC.

By: 
Name: Hugh C. O'Donnell
Title: Secretary


MILACRON INDUSTRIAL PRODUCTS, INC.

By: 
Name: Hugh C. O'Donnell
Title: Secretary

MILACRON MARKETING COMPANY

By: 
Name: Hugh C. O'Donnell
Title: Vice President, General Counsel,
Secretary, Assistant Treasurer

MILACRON RESIN ABRASIVES INC.

By: 
Name: Hugh C. O'Donnell
Title: Secretary and Assistant Treasurer

Language for UCC-3 to be included in Box 8:

All assets described as "Assets" in that certain Asset Purchase Agreement dated as of April 30, 2004, by and among Cincinnati Tyrolit, Inc., as Purchaser, and Milacron Marketing Company, Cimcool Industrial Products Inc., Milacron Industrial Products Inc. and Milacron Resin Abrasives Inc., as Sellers

EXHIBIT B
OWNED TRADEMARKS, PATENTS AND COPYRIGHTS

Trademarks

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
United States of America	CIMFORM	1034606	3/2/1976	73/051194	5/2/1975	MIP
United States of America	CINCINNATI			76/477155	12/20/2002	MIP
United States of America	DATA PRIME	2391910	10/3/2000	75/387426	11/10/1997	MIP
United States of America	EXCALIBUR	1978927	6/4/1996	74/583104	10/6/1994	MIP
United States of America	FIN-TECH	1978926	6/4/1996	74/583103	10/6/1994	MIP
United States of America	MILSPEX (CL)					MIP
United States of America	MSB	2457114	6/5/2001	76/000182	6/15/2000	MIP
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United States of America	TOOLMASTER	1789841	8/24/1993	74/081892	7/25/1990	MIP
United States of America	VIDA	1809910	12/7/1993	74/286628	6/19/1992	MIP

Patents

Country	Short Title	Patent No.	Grant Date	Application No.	Date Filed	Owner
United States of America	IMPROVED VITREOUS BOND	6123744	9/26/2000	09/324199	6/2/1999	MIP
United States of America	POROUS WHEEL W/SIC PARTQ	5536282	7/16/1996	336366	11/8/1994	MIP
United States of America	SOL-GEL VITREOUS GR WHEEL	5282875	2/1/1994	44914	4/8/1993	MIP
United States of America	VITREOUS BONDED GRINDING WHEEL	5178644	1/12/1993	824644	1/23/1992	MIP
United States of America	INORGANIC SPERVITREOUS WHEEL	5094672	3/10/1992	465701	1/16/1990	MIP
United States of America	VITRIFIED WHEEL - SUG/STR	5037452	8/6/1991	631140	12/20/1990	MIP
United States of America	IMPREGNATED GRINDING WHEEL	6500220	12/31/2002	10/078036	2/19/2002	CIP

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RECORDED: 05/03/2004

TRADEMARK
REEL: 002960 FRAME: 0981