# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Agreement (Security Interest)

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, New York Branch		04/25/2005	Collateral Agent:

# **RECEIVING PARTY DATA**

Name:	CNA Holdings, Inc.	
Street Address:	86 Morris Avenue	
City:	Summit	
State/Country:	NEW JERSEY	
Postal Code:	07901	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1520977	VECTRAN
Registration Number:	2550762	VECTRAN

# **CORRESPONDENCE DATA**

Fax Number: (704)927-0485

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704-927-0400

Email: bhammer@hammerpatent.com
Correspondent Name: Robert H. Hammer III, P.C.
Address Line 1: 3121 Springbank Lane, Suite I

Address Line 4: Charlotte, NORTH CAROLINA 28226

NAME OF SUBMITTER:	Robert H. Hammer III
Signature:	/robert h hammer iii/
Date:	04/28/2005

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> TRADEMARK REEL: 003074 FRAME: 0328

#### RELEASE AGREEMENT

RELEASE AGREEMENT, dated as of April 25, 2005 (this "Agreement"), among CNA HOLDINGS, INC. a Delaware corporation ("CNA"), and DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties under, and as defined in, the US Collateral Agreement (as hereinafter defined). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS, Celanese Holdings LLC, a Delaware limited liability company, BCP Crystal US Holdings Corp. (the "Company"), a Delaware corporation, Celanese Americas Corporation, a Delaware corporation, certain other subsidiaries of the Company from time to time party thereto, the lenders party thereto from time to time (the "Lenders"), Deutsche Bank AG, New York Branch, as administrative agent and as collateral agent for the Lenders, Morgan Stanley Senior Funding, Inc., as syndication agent, Bank of America, N.A., as documentation agent and Deutsche Bank AG, Cayman Islands Branch, as deposit bank, are parties to an Amended and Restated Credit Agreement dated as of April 6, 2004 and amended and restated as of January 26, 2004 (as amended, modified or supplemented to the date hereof, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, CNA, various Subsidiaries of the Company and the Collateral Agent entered into a Guarantee and Collateral Agreement, dated as of April 6, 2004 (as amended, modified or supplemented to the date hereof, the "<u>US</u> <u>Collateral Agreement</u>");

WHEREAS, CAMI desires to effect a sale (the "<u>CAMI Sale</u>") of certain assets and liabilities pursuant to an Asset Purchase Agreement, dated as of April 1, 2005, between CAMI and KURARAY AMERICA, INC., (the "<u>CAMI Sale Agreement</u>");

WHEREAS, CAMI is permitted to consummate the CAMI Sale pursuant to, and in accordance with the terms of, Section 6.05(m) of the Credit Agreement;

WHEREAS, in connection with the aforesaid, CNA has requested the Collateral Agent to enter into this Agreement, and the Collateral Agent has agreed to enter into this Agreement;

WHEREAS, CNA intends to consummate the CAMI Sale as permitted by the terms of the Credit Agreement;

NOW, THEREFORE, it is agreed:

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- 1. <u>Release of Liens</u>. As of the Release Effective Time (as defined below), the Collateral Agent hereby releases, assigns and transfers (without recourse, representation or warranty) (the "<u>Release</u>") to CNA that portion (and only such portion) of the Intellectual Property (as defined in the US Collateral Agreement) held or owned by CNA constituting the Transferred Intellectual Property (as defined in the CAMI Sale Agreement).
- 2. <u>Permitted Sale</u>. CNA hereby represents and warrants that the Release is permitted pursuant to Section 7.15 of the US Collateral Agreement.
- 3. Further Assurances. From time to time, upon request by CNA, the Collateral Agent shall, without further consideration other than reimbursement for any reasonable and necessary costs and expenses, execute, deliver and acknowledge all such further documents, agreements, certificates and instruments and do such further acts (together with all such acts regarding such further documents, "Further Acts") as CNA may reasonably require to more effectively evidence or effectuate the transactions contemplated by this Agreement, unless any such requested Further Act (i) would expose the Collateral Agent or an officer of the Collateral Agent to personal liability or (ii) would be contrary to applicable law.
- 4. <u>Miscellaneous</u>. This Agreement may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This Agreement shall be Construed and Interpreted In Accordance with the Laws of the State of New York. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.
- 5. <u>Effectiveness</u>. This Agreement shall become effective (the "<u>Release Effective Time</u>") when (i) all parties hereto shall have executed and delivered a counterpart hereof (including by way of facsimile transmission) and (ii) the CAMI Sale shall have been consummated in accordance with the requirements of the Credit Agreement.

\* \* \* \*

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

CNA HOLDINGS, INC.

Title: Vice President - Finance, Principal

Financial Officer & Treasurer

Name: D. Andrew Spathakis

Title: Vice President

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DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent

By: Carin M. Kuçan Name: Carin M. Keegan

Vice President Title:

Title:

Scottye Lindsely

Director

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