# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/16/2006	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Emerson & Cuming Composite Materials, Inc.	
Street Address:	59 Walpole Street	
City:	Canton	
State/Country:	MASSACHUSETTS	
Postal Code:	02021	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	821862	ECCOFLOAT
Registration Number:	677140	ECCOSPHERES
Registration Number:	1404941	ECCOTHERM
Registration Number:	1755310	ECCOTHERM

#### **CORRESPONDENCE DATA**

(248) 258 - 1439 Fax Number:

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

248-258-2611 Phone: Email: moore@butzel.com Correspondent Name: Christopher M. Moore

Address Line 1: 100 Bloomfield Hills Parkway

Address Line 2: Suite 200

900043614

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: 131906-8

NAME OF SUBMITTER: Thomas T. Moga

TRADEMARK

**REEL: 003260 FRAME: 0213** 

Signature:	/Thomas T. Moga/				
Date:	03/07/2006				
Total Attachments: 3					
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TRADEMARK REEL: 003260 FRAME: 0214

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made nunc pro tunc effective as of January 18, 2006 ("Effective Date") by and between Emerson & Cuming Composite Materials, Inc. (i.e., trademark owner), a Delaware corporation, with its principal office at 59 Walpole Street, Canton, MA 02021 ("Grantor") and Bank of America, N.A. (as successor in interest to Fleet National Bank), a Delaware corporation, with its principal office at One Federal Street, 7th Floor, Boston, MA 02110 ("Grantee").

WHEREAS, in connection with Grantee's provision of a loan to Grantor, Grantor granted to Grantee a continuing security interest in, to and under all of Grantor's right, title and interest in all of the trademarks, and registrations of and applications to register the foregoing, (collectively, the "Trademarks") including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, this security interest was recorded with the United States Patent and Trademark Office ("PTO") on May 23, 1997, at Reel 1604, Frame 0296; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the agreement evidencing Grantee's security interest and hereby terminates, cancels and releases any and all security interests it has against the Trademarks and hereby assigns and transfers any and all interest Grantee may have in and to the Trademarks to Grantor.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world;

Grantee shall at Grantor's expense, take all further actions, and provide to Grantor, its 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), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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TRADEMARK REEL: 003260 FRAME: 0215 IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.  OIL M		
Name: Christopher M. O'Halloran		
Title: Vice President		
STATE OF )		
COUNTY OF )	6	
On this 18 day of January there known to me, who acknowledged that he	c appeared before me <u>Christopher M.O</u>	H <u>állmán</u> personaily oluntary act and
deed on behalf and with full authority of	Bank of America, NA.	Secretary Control
	golanda M. Bialek	
	Notary Public	
	JOLANTA M. BIALEK, NOTARY PUBLIC MY COMMISSION EXPIRES MAY 9, 2008	

~BOSTI;404615,v1

TRADEMARK REEL: 003260 FRAME: 0216

## SCHEDULE A

## U.S. TRADEMARK REGISTRATIONS

ECCOFLOAT Reg. No. 821,862 ECCOSPHERES Reg. No. 677,140 ECCOTHERM Reg. No. 1,404,941 ECCOTHERM Reg. No. 1,755,310

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TRADEMARK REEL: 003260 FRAME: 0217

RECORDED: 03/07/2006