

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		09/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	F.R. Gross Co., Inc.		
Street Address:	1399 Countyline Road		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16101		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1623296	F. R. GROSS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-211		
NAME OF SUBMITTER:	Oscar Ruiz		
Signature:	/Oscar Ruiz/		
Date:	09/09/2008		

CH \$40.00 1623296

Total Attachments: 4

source=Trademark Release of Security Interest (F.R. Gross)#page1.tif

source=Trademark Release of Security Interest (F.R. Gross)#page2.tif

source=Trademark Release of Security Interest (F.R. Gross)#page3.tif

source=Trademark Release of Security Interest (F.R. Gross)#page4.tif

TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of September 8, 2008 by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and F.R. GROSS CO., INC., a Pennsylvania corporation ("Pledgor"), were parties to that certain Trademark Security Agreement, dated as of March 20, 2006 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Pledgor granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Xaloy Incorporated, a Delaware corporation ("Borrower"), to the financial institutions (collectively, "Lenders") from time to time party to that certain Credit Agreement, dated as of March 20, 2006, by and among Borrower, Agent and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on March 21, 2006 at Reel 3273, Frame 0745; and

WHEREAS, Pledgor has requested that Agent release its security interest in the Trademarks and reassign the same to Pledgor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Pledgor's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any renewals thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and

(b) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed

hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Pledgor, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Pledgor's business connected with the use of and symbolized by the Trademark Collateral.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

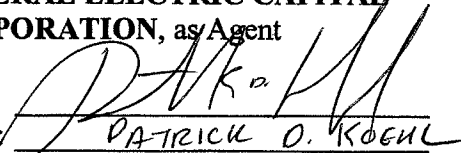
IN WITNESS WHEREOF, Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:

Name:

Title:



PATRICK O. KOEHL

Duly Authorized Signatory

Schedule 1 to Trademark Release of Security Interest

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
F.R. GROSS	1623296	11/20/90

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.