# 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:	Xaloy Extrusion LLC	
Street Address:	1291 19th Street Lane N.W.	
City:	Hickory	
State/Country:	NORTH CAROLINA	
Postal Code:	28601	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	j
Registration Number:	1158815	BERINGER	1

### **CORRESPONDENCE DATA**

Fax Number: (312)577-8816

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

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

TRADEMARK

REEL: 003849 FRAME: 0390

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## Total Attachments: 4

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# TRÂDEMARK 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 XALOY EXTRUSION LLC (formerly known as Dynisco Extrusion LLC), a Delaware limited liability company ("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 0770; 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 "<u>Trademark Collateral</u>"):
  - (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 <u>Schedule 1</u> 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 <u>Schedule 1</u> annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in <u>Schedule 1</u> 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.

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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 Age

Name:

Title: Duly Authorized Signatory

# Schedule 1 to Trademark Release of Security Interest

# U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
BERINGER (BLOCK)	1158815	6/30/01

## FOREIGN TRADEMARK REGISTRATIONS

MARK	REG. NO.	COUNTRY
BERINGER (BLOCK)	117622	European Community

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Trademark Release of Security Interest- Xaloy Extrusion

**RECORDED: 09/09/2008**