

USPTO 7/17/2011 1:52:10 PM PAGE 4/008 Fax Server  
TO:HUSCH BLACKWELL LLP COMPANY:4801 MAIN STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

06/21/2011  
900195014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/15/2011	Collateral Agent:

RECEIVING PARTY DATA

Name:	Luxfer Group Limited
Street Address:	150-82 The Quays, Victoria House
City:	Salford
State/Country:	UNITED KINGDOM
Postal Code:	M60 3SP
Entity Type:	LIMITED LIABILITY COMPANY: <i>United Kingdom</i>

Name:	Magnesium Elektron Limited
Street Address:	The Victoria Harbour City, Salford Quays
City:	Manchester
State/Country:	UNITED KINGDOM
Postal Code:	M60 2SP
Entity Type:	LIMITED LIABILITY COMPANY: <i>United Kingdom</i>

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0706834	ELEKTRON
Registration Number:	1796683	ZIRMEL
Registration Number:	2721074	ZIRMAX
Registration Number:	3289311	MELCHEMICALS

CORRESPONDENCE DATA

Fax Number: (816)983-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 816-983-8000

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TO: HUSCH BLACKWELL LLP COMPANY: 4801 MAIN STREET

Email:	pto-kc@huschblackwell.com
Correspondent Name:	Husch Blackwell LLP
Address Line 1:	4801 Main Street
Address Line 4:	Kansas City, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	15054.233
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Kristine L. Kappel
Signature:	/Kristine L Kappel/
Date:	06/21/2011
Total Attachments: 4 source=trademarksecurityrelease2#page1.tif source=trademarksecurityrelease2#page2.tif source=trademarksecurityrelease2#page3.tif source=trademarksecurityrelease2#page4.tif	

Execution Version**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks (this "Trademarks Release"), dated as of June 15, 2011, is made by Bank of America, N.A., as Collateral Agent for the Secured Parties (together with its successors, in such capacity, the "Collateral Agent"), in favor of Luxfer Group Limited, a United Kingdom limited liability company and Magnesium Elektron Limited, a United Kingdom limited liability company (collectively, the "Grantors"). All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Pledge and Security Agreement (as defined below).

WHEREAS, pursuant to that certain Debenture, dated April 27, 2006, by and among the Collateral Agent, the Grantors and certain affiliates of the Grantors and the Secured Parties (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "Debenture"), the Grantors granted a security interest to the Collateral Agent for the Secured Parties in certain Trademarks, whether then owned or existing or thereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks");

WHEREAS, pursuant to the terms and conditions set forth in the Debenture, the Collateral Agent and the Grantors entered into that certain Trademark Security Agreement, dated as of March 23, 2009 (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement"), for filing and recordal of the security interest granted under the Debenture with respect to the Trademarks;

WHEREAS, pursuant to the Debenture, Grantors granted to the Collateral Agent for the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the Secured Trademarks, subject to the terms and conditions of the Debenture;

WHEREAS, the Trademark Security Agreement was duly filed and recorded with the United States Patent and Trademark Office on April 1, 2009 at Reel 3963, Frame 0041; and

WHEREAS, the Collateral Agent wishes to release, discharge, relinquish, terminate and dissolve its security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks, including without limitation the Secured Trademarks,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent hereby irrevocably releases, discharges, relinquishes, terminates and dissolves its security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the Trademarks, including without limitation the Secured Trademarks, and reassigns and transfers any right, title and interest that the Collateral Agent may have in the Trademarks, including without limitation the Secured Trademarks to Grantors.

2. The Collateral Agent hereby authorizes Grantors or Grantors' authorized representative to (i) record this Trademarks Release with the United States Patent and Trademark

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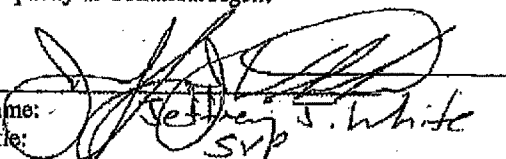
Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademarks, including without limitation the Secured Trademarks, and/or (iii) otherwise record or file this Trademarks Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to Grantors any and all further documents and instruments, and do any and all further acts which Grantors (or its agents or designees) reasonably request (at Grantors' sole cost and expense) in order to confirm this Trademarks Release and Grantors' right, title, and interest in, to or under the Trademarks, including without limitation the Secured Trademarks.

3. This Trademarks Release shall be binding upon the Collateral Agent's successors and assigns.

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IN WITNESS WHEREOF, this Trademarks Release is duly executed by the Collateral Agent in favor of the Grantors by and through the Collateral Agent's authorized officers as of the date first written above.

Bank of America, N.A.  
in its capacity as Collateral Agent

By:   
Name: Seton J. White  
Title: SVP

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Schedule A

Registered Trademarks	Registration Number	Registration Date	Country
ELEKTRON	705,834	10/18/1960	United States
ZIRMEL	1,796,683	10/5/1993	United States
ZIRMAX	2,721,074	6/3/2003	United States
MELCHEMICALS	3,289,311	9/11/2007	United States
MELSORB (and Design)	3,240,108	5/8/2007	United States
BACOTE	3,199,099	1/16/2007	United States
MAGNESIUM ELEKTRON (and Design)	3,784,905	5/4/2010	United States
E (and Design)	3,799,643	3/23/2010	United States

Execution Version**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

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WHEREAS, pursuant to that certain Debenture, dated April 27, 2006, by and among the Collateral Agent, the Grantors and certain affiliates of the Grantors and the Secured Parties (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "Debenture"), the Grantors granted a security interest to the Collateral Agent for the Secured Parties in certain Trademarks, whether then owned or existing or thereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks");

WHEREAS, pursuant to the terms and conditions set forth in the Debenture, the Collateral Agent and the Grantors entered into that certain Trademark Security Agreement, dated as of March 23, 2009 (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement"), for filing and recordal of the security interest granted under the Debenture with respect to the Trademarks;

WHEREAS, pursuant to the Debenture, Grantors granted to the Collateral Agent for the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the Secured Trademarks, subject to the terms and conditions of the Debenture;

WHEREAS, the Trademark Security Agreement was duly filed and recorded with the United States Patent and Trademark Office on April 1, 2009 at Reel 3963, Frame 0041; and

WHEREAS, the Collateral Agent wishes to release, discharge, relinquish, terminate and dissolve its security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks, including without limitation the Secured Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent hereby irrevocably releases, discharges, relinquishes, terminates and dissolves its security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the Trademarks, including without limitation the Secured Trademarks, and reassigns and transfers any right, title and interest that the Collateral Agent may have in the Trademarks, including without limitation the Secured Trademarks to Grantors.
2. The Collateral Agent hereby authorizes Grantors or Grantors' authorized representative to (i) record this Trademarks Release with the United States Patent and Trademark

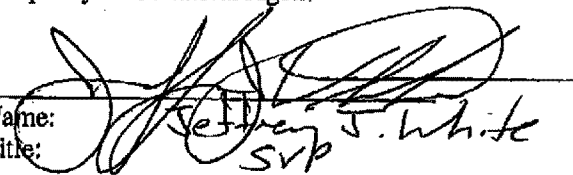
Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademarks, including without limitation the Secured Trademarks, and/or (iii) otherwise record or file this Trademarks Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to Grantors any and all further documents and instruments, and do any and all further acts which Grantors (or its agents or designees) reasonably request (at Grantors' sole cost and expense) in order to confirm this Trademarks Release and Grantors' right, title, and interest in, to or under the Trademarks, including without limitation the Secured Trademarks.

3. This Trademarks Release shall be binding upon the Collateral Agent's successors and assigns.



IN WITNESS WHEREOF, this Trademarks Release is duly executed by the Collateral Agent in favor of the Grantors by and through the Collateral Agent's authorized officers as of the date first written above.

Bank of America, N.A.  
in its capacity as Collateral Agent

By:   
Name: Jeffrey J. White  
Title: SVP

Schedule A

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RECORDED: 06/21/2011

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