

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
TD Bank, N.A.		05/06/2013	National Banking Association:

RECEIVING PARTY DATA	
Name:	Ebttec Corporation
Street Address:	5 McKee Place
City:	Cheshire
State/Country:	CONNECTICUT
Postal Code:	06410
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3463489	FUSING IMAGINATION WITH REALITY
Registration Number:	3517825	POWERFULL
Registration Number:	1880882	EBTEC

CORRESPONDENCE DATA	
Fax Number:	2124466460
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2124464800
Email:	hayley.smith@kirkland.com
Correspondent Name:	Hayley Smith, Senior Legal Assistant
Address Line 1:	Kirkland & Ellis LLP
Address Line 2:	601 Lexington Avenue
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	12056-6 (HS)
NAME OF SUBMITTER:	Hayley Smith

CH \$90.00 3463489

Signature:	//Hayley Smith//
Date:	05/20/2013
Total Attachments: 4 source=Ebtec TD Release of Security Interest in Trademarks#page1.tif source=Ebtec TD Release of Security Interest in Trademarks#page2.tif source=Ebtec TD Release of Security Interest in Trademarks#page3.tif source=Ebtec TD Release of Security Interest in Trademarks#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of May 6, 2013 (“Effective Date”) in favor of Ebtec Corporation (“Grantor”), by TD BANK, N.A. (“Lender”).

WHEREAS, pursuant to that certain Credit Agreement, dated May 27, 2009 (as such agreement has been amended, the “Credit Agreement”), by and among EDAC Technologies Corporation, Gros-ite Industries, Inc., Apex Machine Tool Company, Inc., Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and conditions set forth therein; and

WHEREAS, Grantor entered into a certain Security Agreement dated June 1, 2012 (the “Security Agreement”) for the benefit of Lender; and

WHEREAS, pursuant to the Security Agreement, Grantor was required to enter into that certain Trademark Security Agreement dated June 1, 2012 (the “Trademark Security Agreement”) for the purpose of recording Lender’s security interest with respect to the trademark registrations and trademark applications of Grantor, including those items set forth on Schedules A hereto (as further defined in the Trademark Security Agreement, the “Trademarks”) with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 15, 2012 at Reel/Frame 004802/0874; and

WHEREAS, Grantor has paid all of their outstanding indebtedness (other than certain contingent and expense reimbursement obligations) to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby (i) terminates the Trademark Security Agreement; (ii) terminates, cancels and releases any and all security interests it has against the Trademarks, including the trademark registrations and trademark applications listed on Schedule A, all the goodwill of Grantor associated with and represented by the Trademarks and all proceeds thereof, including without limitation, any and all licenses of any of the foregoing, and any and all causes of action which may exist by reason of infringement thereof; and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademarks.

Lender shall, at Grantor’s sole 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, in writing, to more fully and effectively effectuate the purposes of this Release.

This Release shall be binding upon Grantor's legal representatives, assigns and successors. Lender hereby authorizes Grantor to make such filings with the United States Patent and Trademark Office as may be reasonably determined by Grantor to be required to record and evidence the release and termination of Lender's security interests in the Trademarks evidenced hereby.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

TD BANK, N.A.

Name: Christopher D. Pagan

Title: Vice President

SCHEDULE A

MARK	COUNTRY	STATUS	REG. NO./DATE	OWNER
FUSING IMAGINATION WITH REALITY	U.S. Federal	Registered	3,463,489 7/8/2008	Ebtec Corporation
POWERFULL	U.S. Federal	Registered	3,517,825 10/14/2008	Ebtec Corporation
EBTEC	U.S. Federal	Registered	1,880,882 2/28/1995	Ebtec Corporation