

## 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
Bank of America, N.A.		06/25/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Climax Technologies, Inc.		
Street Address:	2712 E. 2nd Street		
City:	Newberg		
State/Country:	OREGON		
Postal Code:	97132		
Entity Type:	CORPORATION: DELAWARE		
Name:	Climax Portable Machine Tools, Inc.		
Street Address:	2712 E. 2nd Street		
City:	Newberg		
State/Country:	OREGON		
Postal Code:	97132		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1830157	CLIMAX	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		

CH \$40.00 1830157

Address Line 2: Suite 3900  
Address Line 4: San Francisco, CALIFORNIA 94111-5894

ATTORNEY DOCKET NUMBER:	003165.07102
NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/Becky L. Troutman/
Date:	06/25/2013

Total Attachments: 4  
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**RELEASE OF SECURITY INTEREST**

**THIS RELEASE OF SECURITY INTEREST** (this “Release”) is made as of June 25, 2013 (“Effective Date”) by **Bank of America, N.A.** (“Lender”) in favor of **Climax Technologies, Inc.**, a Delaware corporation (“Climax Tech”), and **Climax Portable Machine Tools, Inc.**, an Oregon corporation (“Climax Portable”) (Climax Tech and Climax Portable, each a “Borrower,” and collectively, the “Borrowers”).

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement by and among Lender and Borrowers dated November 30, 2005 (the “Security Agreement”), each Borrower granted to Lender a continuing security interest in all right, title, or interest of such Borrower in all General Intangibles, including without limitation all unregistered IP Collateral and registered IP Collateral held by each Borrower, including the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith (the “Trademarks”), and the patents and patent applications set forth on Schedule B attached hereto (the “Patents”);

**WHEREAS**, a Notice of Grant of Security Interest in Trademarks was recorded with the United States Patent and Trademark Office (“PTO”) on January 19, 2006 at Reel/Frame 3289/0147, a Notice of Grant of Security Interest Patents was recorded with the PTO on January 19, 2006 at Reel/Frame 017468/0099, and a revised Notice of Grant of Security Interest Patents was recorded with the PTO on February 28, 2011 at Reel/Frame 025857/0782; and

**WHEREAS**, Borrowers have paid all of their outstanding indebtedness to Lender.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates the Security Agreement and hereby terminates, cancels and releases any and all security interests it has against the Trademarks and Patents.

Lender 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 or Patents; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark application, trademark registration, trade name, assumed name, patent or patent application held by any Borrower, other than those Trademarks and Patents set forth on Schedules A and B (attached hereto), in any jurisdiction throughout the world.

Lender shall take all further actions, and provide to Borrowers and each Borrower’s 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) requested by a Borrower to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**BANK OF AMERICA, N.A.**



\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Release of 2005 IP Security Interest]

**TRADEMARK**  
**REEL: 005056 FRAME: 0283**

**SCHEDULE A**

**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CLIMAX	1830157	4/12/1994

**SCHEDULE B**

**U.S. PATENTS AND PATENT APPLICATIONS**

<b>Patent Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Bearing arrangement for a rotatable turning bar	4824296	4/25/1989
Process for desulfurizing co2-containing gases	4824452	4/25/1989
Portable flange facer	4852435	8/1/1989
Portable boring machine	4990037	2/5/1991
Portable machine tool	5106243	4/21/1992
Portable machine tool	5125299	6/30/1992
Portable machine tool	5297907	3/29/1994
Portable flange facer	5630346	5/20/1997
Portable machine tool	5642969	7/1/1997
Portable machine tool	5732607	3/31/1998
Apparatus for and method of facing surfaces	5775188	7/7/1998
Method and apparatus for safely controlling fluid flow	5860446	1/19/1999
Spot facing machine	5954462	9/21/1999
Bore measurement apparatus and method	6044571	4/4/2000
Pipe beveling machine	6279437	8/28/2001
Pipe beveling and facing tool	6536316	3/25/2003
Method and apparatus for cooling machine tools	6782780	8/31/2004
Portable lathe with push rod actuated rack and pinion feed	5678464	10/21/1997
Ball valve harmonic feed and air retraction system	7793574	9/14/2010
Modular tool carrier for boring bar	7770498	8/10/2010