

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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., as Administrative Agent		02/08/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	New England Extrusion Inc.		
Street Address:	18 Industrial Blvd.		
City:	Turner Falls		
State/Country:	MASSACHUSETTS		
Postal Code:	01376		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3144631	INFLEX	
Registration Number:	3144493	NEX	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	210196-23		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

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**TRADEMARK
 REEL: 004146 FRAME: 0137**

Date:

02/08/2010

Total Attachments: 5

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (the “**Release**”) is made as of February 8, 2010, by Bank of America, N.A., as Administrative Agent (“**BofA**”).

WITNESSETH:

WHEREAS, BofA and New England Extrusion Inc., a Wisconsin corporation (“**Grantor**”), were parties to a Guarantee and Collateral Agreement, dated as of June 5, 2007 (the “**Collateral Agreement**”), pursuant to which Grantor granted a security interest to BofA in certain trademarks and trademark applications (the “**Trademarks**”) and Trademark Rights (as defined below) as security for certain obligations owing by Grantor to BofA, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, a Notice of Grant of Security Interest in Trademarks was recorded by the Trademark Division of the United States Patent and Trademark Office on June 29, 2007, at Reel 3571, Frame 0144 (the “**Record**”); and

WHEREAS, Grantor has requested that BofA release its security interest in the Trademarks and Trademark Rights and reassign the same to Grantor.

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

1. BofA hereby absolutely, unconditionally and irrevocably releases and forever discharges its security interest in all of Grantor’s right, title and interest under the Collateral Agreement and any and all other security interests or liens that BofA or its predecessors, successors and assigns may have in and to the following (collectively the “**Trademark Rights**”):
 - (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks; and
 - (ii) all products and 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 (b) injury to the goodwill associated with any Trademark.
2. BofA hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by BofA, all of BofA’s and its predecessors’, successors’ and assigns’ right, title and interest in and to the the Trademark Rights together with the goodwill associated therewith.

3. BofA acknowledges and agrees that the Collateral Agreement has been terminated. The parties hereto hereby authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Rights.
4. BofA hereby represents and warrants that it has (i) full authority to execute and deliver this Release and (ii) it has made no filings with any governmental authority with respect to the Trademark Rights other than the Record.
5. This Release shall be governed by and construed in accordance with the law of the State of New York.
6. This Release shall be binding upon BofA's representatives, successors, assigns and transferees. BofA hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the security interests contemplated hereby. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Rights, BofA will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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IN WITNESS WHEREOF, BofA has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: Rosanne Parsill

Title: Assistant Vice President

SCHEDULE 1

Trademarks

Trademark Release and Reassignment

TRADEMARK
REEL: 004146 FRAME: 0142

Schedule A

New England Extrusion Inc.
(Wisconsin Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
INFLEX	3144631	9/19/06
NEX	3144493	9/19/06