

03-20-2002

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



102023838

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PNC Bank, National Association

3-20-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination Release and Assignment  
(Patents)

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Magruder Color Company, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1029 Newark Avenue

City: Elizabeth State NJ Zip: 07208

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

6,136,087

B. Patent Registration No.(s)

09/314,797

Additional number(s) attached ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey M. Rosenthal, Esquire

Internal Address: Greenberg Traurig, LLP

Street Address: 2001 Market Street,

2700 Two Commerce Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$80.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey M. Rosenthal, Esquire  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

03/20/2002 DBYRNE 00000186 6136087  
01 FC:581

PHI-SRV01\44235v01

PATENT  
REEL: 012676 FRAME: 0337

**TERMINATION, RELEASE AND ASSIGNMENT  
(PATENTS)**

**THIS TERMINATION, RELEASE AND ASSIGNMENT (PATENTS)** (this "Agreement") dated as of March 13, 2002, is between MAGRUDER DRY COLOR, LLC., a New Jersey limited liability company having its principal place of business at 1029 Newark Avenue, Elizabeth, New Jersey 07208 (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association having an office at PNC Bank Center, Two Tower Center Boulevard, East Brunswick, New Jersey 08816, as Agent for Lenders (the "Assignee").

WHEREAS, the Assignor and Assignee have entered into a certain Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") dated as of October 31, 2000, by and among the Assignor, the Assignee and certain other financial institution(s) party thereto (such financial institutions, together with the Assignee, the "Lenders") pursuant to which the Lenders have made certain loans and made available certain credit facilities in the aggregate maximum amount of \$30,000,000 (collectively, the "Loans"); and

WHEREAS, in order to partially secure the Assignor's obligations to the Lenders under the Loans, the Assignor has executed and delivered in favor of the Assignee that certain Collateral Assignment of Patents dated October 31, 2000 (the "Collateral Assignment") pursuant to which the Assignee has assigned, granted and conveyed to the Assignee its right and title to, and a security interest in, the Assignor's patents and patent applications listed therein (the "Patents"); and

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office (the "USPTO") on December 15, 2000; and

WHEREAS, the Assignor has paid and satisfied in full all of its Obligations (as defined in the Loan Agreement) and in connection therewith, the parties hereto have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Collateral Assignment. The Assignor and the Assignee hereby agree that the Collateral Assignment and all terms and conditions thereof (including, without limitation, any terms which provide for the survival of certain rights and obligations thereunder following any termination of such agreement) are hereby terminated and deemed of no further force or effect, and that each party thereto shall have no further obligation thereunder except as, and to the extent, set forth in this Agreement.

2. Release of Security Interest and Assignment of Patents. The Assignee hereby assigns, grants and conveys back to the Assignor all of its right and title to, and forever discharges and releases its security interest in, all of the Patents, as well as any new or future patents or patent applications of the Assignor, including all proceeds thereof, the right to sue for past, present and

future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof.

3. Recording with USPTO. The Assignee hereby authorizes the Assignor to file and record this Agreement with the USPTO. The Assignee agrees to cooperate and take further actions which may be necessary or advisable in order to evidence or effectuate the terms and conditions of this Agreement, including but not limited to, the execution and delivery to the Assignor of all forms, instruments or other documents which may be required to file and record this Agreement with the USPTO.

4. Representations and Warranties. Each party hereto represents and warrants to the other party that (i) it has not transferred to any person or entity any of its rights or interests under the Collateral Assignment and such party has not caused its rights thereunder to be subject to any liens, charges or encumbrances, (ii) it has all requisite power and authority to enter into this Agreement, (iii) the execution, delivery and performance of this Agreement has been fully authorized by all necessary action on its part and does not violate any provision of any agreement, charter, order, judgment or law to which it is a party or by which it or its properties is bound, and (iv) this Agreement constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by general principles of equity.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

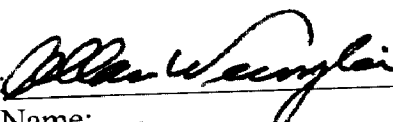
6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

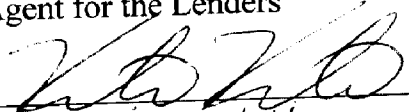
ASSIGNOR:

MAGRUDER COLOR COMPANY, INC.

By:   
Name: \_\_\_\_\_  
Title: *Pres*

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent for the Lenders

By:   
Name: *Kenneth Huestner*  
Title: *Vice President*

Schedule A to Termination, Release and Assignment

PATENTS

Patent Number	Description	Date
6136087	Crystal Growth Inhibitor	11/4/98
09/314,797	Ink with improved flow characteristics	05/18/99

GREENBERG  
ATTORNEYS AT LAW  
TRAURIG

Linda S. Berk  
(215) 988-7807  
BerkL@gtlaw.com

March 19, 2002

**VIA FEDERAL EXPRESS**

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

**Re: The CIT Group/Business Credit, Inc. to Magruder Color Company, Inc.  
Our File No. 54271-010100**

Dear Sir/Madam:

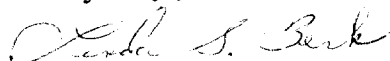
In regard to the above-captioned matter, enclosed please find the following:

1. An original of the Termination Release and Assignment (the "Agreement") (Trademark);
2. An original and one (1) trademark recordation form cover sheet and one (1) patent recordation cover sheet;
3. An original of the Termination Release and Assignment (Patents);
4. This firm's check in the amount of \$470.00 to cover the filing fees; and
5. One (1) self addressed postage paid envelopes.

Please time-stamp the copy of the Agreement and return it in one of the postage paid envelopes, record the original Agreement and return it to us at the above address in the envelope provided.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,



Linda S. Berk,  
Legal Assistant

LSB/drw  
Enclosures  
47591v1

GREENBERG TRAURIG, LLP

2700 TWO COMMERCE SQUARE 2001 MARKET STREET PHILADELPHIA, PENNSYLVANIA 19103  
215-988-7800 FAX 215-988-7801 www.gtlaw.com

MIAMI NEW YORK WASHINGTON, D.C. ATLANTA PHILADELPHIA TYSONS CORNER CHICAGO BOSTON PHOENIX WILMINGTON LOS ANGELES DENVER  
SÃO PAULO FORT LAUDERDALE BOCA RATON WEST PALM BEACH ORLANDO TALLAHASSEE

**PATENT**

**RECORDED: 03/20/2002**

**REEL: 012676 FRAME: 0341**