

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Merrill Lynch Commercial Finance Corp.	12/15/2008
RECEIVING PARTY DATA	
Name:	Thomas Plastics, Inc.
Street Address:	2311 Thomas Street
City:	Hollywood
State/Country:	FLORIDA
Postal Code:	33020
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D430173
Patent Number:	D438879
Patent Number:	D452514
Patent Number:	D470684
Patent Number:	D470866
CORRESPONDENCE DATA	
Fax Number:	(336)607-7500
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	336/607-7300
Email:	lsmith@kilpatrickstockton.com
Correspondent Name:	Jason Link - Kilpatrick Stockton LLP
Address Line 1:	1001 West Fourth Street
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101
ATTORNEY DOCKET NUMBER:	39298/351985
NAME OF SUBMITTER:	Laura J. Smith

OP \$200.00 D430173

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PATENT  
REEL: 022034 FRAME: 0128

Total Attachments: 3

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**PATENT**

**REEL: 022034 FRAME: 0129**

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

Reference is hereby made to the security interest recorded with the United States Patent and Trademark Office on April 2, 2004, in Reel/Frame 014484/0347 (as amended and supplemented from time to time prior to the date hereof, the "**IP Security Agreement**"), executed by **THOMAS PLASTICS, INC. ("Grantor")** in favor of **MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.**, a Delaware corporation ("**Original Secured Party**"), pursuant to which Grantor assigned, granted, conveyed, pledged, hypothecated and transferred to Original Secured Party a security interest in and to all of Grantor's right, title and interest in and to its respective patents, patent applications, and/or patent licenses including, without limitation, those set forth on Schedule 1 attached hereto and those identified in the IP Security Agreement, and all products and proceeds of the foregoing, as more fully described in the IP Security Agreement (collectively, the "**IP Collateral**"); and

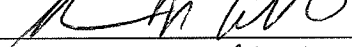
**WHEREAS**, Original Secured Party assigned and transferred to **MERRILL LYNCH COMMERCIAL FINANCE CORP.**, a Delaware corporation, ("**Assignee Secured Party**") all of Original Secured Party's rights, titles and interests in the IP Collateral as confirmed in the Confirmatory Assignment of Security Interest in Intellectual Property recorded with the United States Patent and Trademark Office on December 3, 2008, in Reel/Frame 021912/0421; and

**WHEREAS**, Assignee Secured Party wishes to release its security interest in the IP Collateral and retransfer and reassign to Grantor, without representation or warranty, and without recourse, all of Assignee Secured Party's right, title and interest in and to the IP Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignee Secured Party hereby releases any security interest it may have in the IP Collateral and retransfers and reassigns to Grantor, without representation or warranty, and without recourse, all of Assignee Secured Party's right, title and interest in and to the IP Collateral.

**IN WITNESS WHEREOF**, Assignee Secured Party has executed this Termination and Release of Security Interest in Intellectual Property as of this 15<sup>th</sup> day of December, 2008.

**MERRILL LYNCH COMMERCIAL FINANCE CORP.**,  
a Delaware corporation

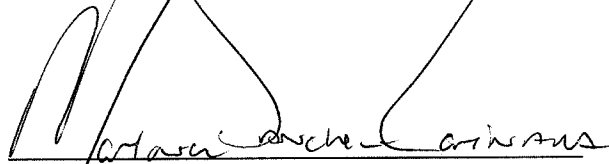
By:   
Name: THOMAS A. H. T. O.  
Title: Duly Authorized Signatory

# ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook )

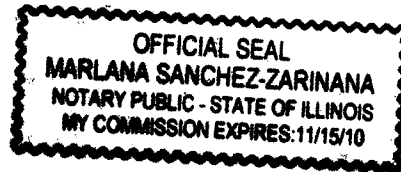
On this \_\_\_\_ day of December, 2008, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Merrill Lynch Commercial Finance Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission Expires: 11/15/10

(NOTARIAL SEAL)



SCHEDULE 1

<b>U.S. Patent No.</b>	<b>Title</b>	<b>Issue Date</b>
D430173	Horizontal cooler	August 29, 2000
D438879	Upstanding open air cooler	March 13, 2001
D452514	Upstanding open air cooler with side waves	December 25, 2001
D470684	Merchandise pusher	February 25, 2003
D470866	Refrigerated cooler	February 25, 2003