

03-20-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



102023837

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): 3-20-02

PNC Bank, National Association

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other Termination Release and Assignment and Assignment (Trademarks)
- Merger
- Change of Name

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

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New Jersey
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3-20-02

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

A. Trademark Application No.(s) 1,430,775

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Jeffrey M. Rosenthal

Internal Address: Greenberg Traurig LLP

Street Address: Two Commerce Square

2001 Market Street, Suite 2700

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

- 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

Name of Person Signing
00000185 1430775

Signature

3/13/02
Date

03/20/2002 DBYRNE
01 FC:481
02 FC:482

40.00
350.00

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

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

WPHI-SR V01V46884v01

TRADEMARK
REEL: 002464 FRAME: 0041

Schedule A to Termination, Release and Assignment

TRADEMARKS

Trademark	Registration Number	Date
Aquabest	1,430,775	March 3, 1987
Bio-Brite	1,876,225	January 31, 1995
Bio-Color	1,853,415	September 13, 1994
Bio-Glo	1,732,306	November 17, 1992
Bio-Set	1,876,226	January 31, 1995
Kromaset	991,794	August 27, 1974
Pigments for the Imagination	2,418,769	Filed: May 7, 1999
Radiant	1,019,029	August 26, 1975
Radiant	793,488	July 27, 1965
Radiant	793,489	July 27, 1965
Radiant	793,494	July 27, 1965
Radiant	996,241	October 22, 1974
Radiant	996,247	October 22, 1974
Visiprint	1,137,135	June 23, 1980
Design Mark	512,588	July 19, 1949

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

THIS TERMINATION, RELEASE AND ASSIGNMENT (TRADEMARKS) (this "Agreement") dated as of MARCH 13, 2002, is between MAGRUDER COLOR COMPANY, INC., a New Jersey corporation having its principal place of business at 1029 Newark Avenue, Elizabeth, New Jersey 07208 (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, 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 Trademarks 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 trademarks listed therein (the "Trademarks"); and

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office (the "USPTO") on November 2, 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; Assignment of Trademarks. 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 Trademarks, as well as any new or future trademarks 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.

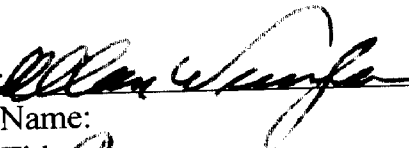
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

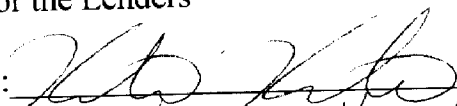
ASSIGNOR:

MAGRUDER COLOR COMPANY, INC.

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent for the Lenders

By: 
Name:
Title:

By: 
Name: Kenneth Haestner
Title: Vice President