FORM PTO-1594 05-25-1999 U.S. DEPARTMENT OF COMMERCE VER SHEET (Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp. 4/94) **NLY** To the Honorable Commission 101044833 riease record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) The Chase Manhaitau Baule Name: ROUX / aborntones INC. (Formerly Chemical Bank) Mr. Internal Address: Street Address: 5344 Overmer Dr.ve □ Individual(s) Association General Partnership □ Limited Partnership City: JACKNOWICE State: FLA ZIP: 31754 □ Corporation-State Other_ Individual(s) citizenship Additional name(s) of conveying party(ies) attached?

Yes

No Association ☐ General Partnership 3. Nature of conveyance: ☐ Limited Partnership_ Corporation-State NEW YORK & MARCHAN Assignment □ Merger □ Other ☐ Security Agreement ☐ Change of Name 1 Other release of Society interest 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) Execution Date: ___ 4- 23-99 Additional name(s) & address(es) attached?

Yes

No 4. Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 100, 212 Additional numbers attached?

Yes You No 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Mayart H. Billy 7. Total fee (37 CFR 3.41).....\$_ 40.00 Internal Address: Enclosed 40 Revino Authorized to be charged to deposit account Street Address: 625 Madis Ave. 8. Deposit account number: 18-2122 City: <u>N4</u> State: <u>N4</u> ZIP:/0022 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE

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.

Margard H. Biller
Name of Person Signing

RELEASE OF SECURITY INTEREST IN TRADEMARK AND TRADEMARK REGISTRATION

RELEASE, dated as of April , 1999, made by THE CHASE MANHATTAN

BANK, as administrative agent (in such capacity, the "Administrative Agent"), in favor of

ROUX LABORATIRIES INC. (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is a party to the Credit Agreement, dated as of May 30,

1997 (as amended, supplemented or otherwise modified from time to time, the "Credit

Agreement"), among the Grantor, the Borrowing Subsidiaries from time to time parties thereto,

the banks and other financial institutions from time to time parties thereto (the "Lenders"), the

Co-Agents named therein (in such capacities, the "Co-Agents"), Citibank, N.A., as

documentation agent (in such capacity, the "Documentation Agent"), Lehman Commercial Paper

Inc., as syndication agent (in such capacity the "Syndication Agent"), Chase Securities Inc., as

arranger (in such capacity, the "Arranger"), and the Administrative Agent:

WHEREAS, the Grantor has granted to the Administrative Agent a first priority,

perfected security interest in the Trademark and trademark registration described on Schedule I

hereto (the "Trademark Collateral") pursuant to (a) the Company Security Agreement, dated as

of May 30, 1997 (as amended, supplemented or otherwise modified from time to time, the

"Security Agreement"), made by the Grantor in favor of the Administrative Agent and (b) the

Company Trademark Security Agreement, dated as of February 28, 1995 (as amended,

supplemented or otherwise modified from time to time, the "Trademark Security Agreement";

collectively with the Security Agreement, the "Agreements"), made by the Grantor in favor of

the Administrative Agent;

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WHEREAS, The Security Interest has been recorded in the United States Patent

and Trademark Office at REEL 1317, FRAME 0332 for the trademark STOP SIGN (Reg. No.

700,272).

WHEREAS, the Grantor has requested that the Administrative Agent release its

security interest in the Trademark Collateral in order to permit the sale thereof in accordance

with the terms of the Credit Agreement and the Agreements;

NOW THEREFORE, in consideration of the premises and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Administrative Agent does hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the

meanings ascribed to them in the Agreements.

2. Release of Security Interest. (a) The Administrative Agent hereby releases its

security interest in the Trademark Collateral, together with the goodwill of the business

symbolized by the Trademark Collateral, and any right, title, and interest of the Administrative

Agent in the Trademark Collateral shall hereby cease and terminate. All releases, discharges,

assignments and transfers made pursuant hereto shall be made without representation, warranty

or recourse, express or implied, by the Administrative Agent, the Syndication Agent, the

Documentation Agent, any Co-Agent, any Managing Agent or any Lender.

(b) Notwithstanding the foregoing, nothing contained herein shall impair any

security interests held by the Administrative Agent in any Trademarks or other Collateral not

constituting Trademark Collateral thereunder which has been granted pursuant to the Agreements

(including, without limitation, any security interest in the proceeds of the Trademark Collateral).

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3. Further Assurances. The Administrative Agent hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Grantor reasonably may request to terminate any security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

4. <u>GOVERNING LAW</u>. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Administrative Agent on behalf of the Lenders has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

THE CHASE MANHATTAN BANK, as Administrative Agent

Dy. __ Title:

Neil R. Boylan

Managing Director

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STATE OF NEW YORK)	
		: ss.:
COUNTY OF NEW YORK	()	

Notary Public

[Seal]

ELSA V GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2007

My commission expires:

3/30/2001

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SCHEDULE I

to

RELEASE OF SECURITY INTEREST IN TRADEMARK AND TRADEMARK REGISTRATION

STOP SIGN

U.S. Registration Number: 700,272

Registered: June 28, 1960 Serial Number: 72-074668

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TRADEMARK
RECORDED: 05/11/1999 REEL: 001900 FRAME: 0762