

12-01-1999



Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MW 11/18/99

101211443

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

1. Name of conveying party(ies):
Nationscredit Commercial Corporation

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State Delaware
 Other

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

2. Name and address of receiving party(ies):

Name: Aquarium Systems, Inc.
 Internal Address: _____
 Street Address: 8141 Tyler Boulevard
 City: Mentor State: Ohio ZIP: 46060

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- Delaware
 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. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - Release of a Security Interest

Execution Date: July 8, 1999

4. Application number(s) or registration number(s):
 A Trademark Application No.(s)
74/667,185

Additional numbers attached? Yes No

Trademark Registration No.(s)\
853,463

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 35

7. Total fee (37 CFR 3.41): \$ 890.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
 (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.

Brian T. Jaenicke
 Name of Person Signing

Brian T. Jaenicke
 Signature

11/18/99
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
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Schedule 1

**U.S. And Foreign
Registered Trademarks/Pending Applications**

United States

Registered Marks

Mark	Reg. No.	Reg. Date	Renewal Date
INSTANT OCEAN	853,463	7/30/88	7/30/2008
FISH AND FLASK LOGO	1,110,319	1/2/79	1/2/99
SEA TEST	1,217,156	11/23/82	11/23/2002
SEA CURE	1,413,934	10/21/86	10/21/2006
MARINE DESIGN	1,432,832	3/17/87	3/17/2007
VISI-THERM AND DESIGN	1,433,726	3/24/87	3/24/2007
VISI	1,459,140	9/29/87	9/29/2007
VISI THERM AND DESIGN	1,549,044	7/25/89	7/25/2009
MEGA MEDIA	1,569,019	12/5/89	12/5/99
VISI-JET AND DESIGN	1,616,440	10/9/90	10/9/2000
SEA SCOPE	1,675,060	2/11/92	2/11/2002
SEA GARDEN	1,681,711	4/7/92	4/7/2002
REEF CRYSTALS	1,684,942	5/5/92	5/5/2002
MAXI-JET (stylized letters)	1,687,560	5/19/92	5/19/2002
REEFORMS	1,692,913	6/9/92	6/9/2002
FISH DESIGN	1,708,151	8/18/92	8/18/2002
AQUA-PLATE	1,750,750	2/2/93	2/2/2003
STICKS & STONES	1,756,136	3/2/93	3/2/2003
AQUAFILTER	935,148	5/30/72	5/30/2002
MINI-JET	1,784,740	7/27/93	7/27/2003
SEABUFFER	1,818,660	2/1/94	2/1/2004
FASTEST	1,830,011	4/5/94	4/5/2004

Mark	Reg. No.	Reg. Date	Renewal Date
FANCYPLANTS	1,836,249	5/10/94	5/10/2004
DUETTO	1,886,021	3/28/95	3/28/2005
TWISTER	1,888,518	4/11/95	4/11/2005
MILLENNIUM	1,915,827	8/29/95	8/29/2005
MECHANICHEM	1,921,945	9/26/95	9/26/2005
ADJUSTAFLOW	1,942,339	12/19/95	12/19/2005
IMPELLAIR	1,948,571	1/16/96	1/16/2006
BIOGRID	1,956,224	2/13/96	2/13/2006
MICRO-JET	2,049,725	4/1/97	4/1/2007
VISI-LUX (stylized letters)	2,125,982	12/30/97	12/30/2007
TURBO-VENTURI	1,974,941	5/21/96	5/21/2006
WE CREATE YOUR BEST SOLUTIONS	2,038,550	2/15/97	2/15/2007
MEGA-JET	SN 74-667,185		

**TERMINATION AND RELEASE
(TRADEMARK SECURITY AGREEMENT)**
dated as of July 9, 1999, by **NATIONSCREDIT
COMMERCIAL CORPORATION**, as agent for
the Lenders referred to below and having a place of
business at One Canterbury Green, Stamford,
Connecticut 06912 (together with its successors and
assigns, the "Agent").

Aquarium Systems, Inc. (formerly known as Aquarium Systems Corporation), a Delaware corporation having a place of business at 8141 Tyler Boulevard, Mentor, Ohio 46060 (together with its successors and assigns, "ASI"), is the owner of (i) each trademark, trademark registration, trademark application and trademark license listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application listed on Schedule I and each trademark licensed pursuant to any of the trademark licenses listed on Schedule I, and (ii) all products and proceeds of the foregoing, including, without limitation, any cause of action against any third party for past, present or future infringement of, or injury to the goodwill associated with, any of the foregoing trademarks, trademark registrations, trademark applications or licensed trademarks (collectively, the "Trademark Collateral").

ASI is a party to the Credit Agreement dated as of June 28, 1997 and amended and restated as of June 27, 1997 (as further amended and in effect on the date hereof, the "Credit Agreement"), to which Perfecto Holding Corp., Perfecto Manufacturing, Inc., the lenders referred to therein (the "Lenders"), and the Agent (together with the Lenders, the "Secured Parties") are also parties. In order to secure its obligations under the Credit Agreement and the other documents contemplated by the Credit Agreement, ASI has granted to the Secured Parties a security interest in substantially all of its assets pursuant to the Security Agreement dated as of February 7, 1996, as amended on June 27, 1997 (as amended and in effect on the date hereof, the "Security Agreement"). In conjunction therewith, ASI has also granted to the Secured Parties a security interest in all of the Trademark Collateral pursuant to the Trademark Security Agreements dated as of February 7, 1996 and June 27, 1997 (as amended and in effect on the date hereof, the "Trademark Security Agreements"; and together with the Security Agreement, the "Agreements").

The Secured Parties desire to confirm and record that the Agreements and all of the rights of the Secured Parties thereunder have terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Secured Parties hereby agree as follows:

1. The Secured Parties hereby (i) confirm and agree that each Agreement is hereby terminated in its entirety, and that no party thereto shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under such Agreement, (ii) certify that no security interest is claimed by the Secured Parties, or any of them, in the Trademark Collateral, and (iii) release the Trademark Collateral to ASI.

2. The Secured Parties hereby consent to the recordation of this Termination and Release (Trademark Security Agreement) by ASI with the Commissioner of Patents and Trademarks and any appropriate federal or state agency, and grants to the law offices of Goodwin, Procter & Hoar LLP of Boston, Massachusetts, U.S.A., and its agents, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation before the trademark offices of any country in the world.

* * *

IN WITNESS WHEREOF, the Secured Parties have caused this Termination and Release (Trademark Security Agreement) to be duly executed as of the date first written above.

NATIONSCREDIT COMMERCIAL CORPORATION, as Agent

By: James F. Graue
Name: James F. Graue
Title: Vice President

[Seal]

STATE OF New York)
) : ss:
COUNTY OF New York)

On the 8th day of July, 1999 before me personally came James F. Graue to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of NationsCredit Commercial Corporation, who being by me duly sworn, did depose and say that he resides at 400 East 70th Street, No. 108, New York, NY 10021; that he is Vice President of NationsCredit Commercial Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Veronica R. Lupo
Notary Public

Notary Public, State of New York

My commission expires:

VERONICA R. LUPO
NOTARY PUBLIC, State of New York
No. 01LU6014991
Qualified in New York County
Commission Expires October 19, 2000