

07-11-2001  
101774652

4-201

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

75396794

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/396794"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,635,892"/>	<input type="text" value="1,460,598"/>	<input type="text" value="1,353,648"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,871,780"/>	<input type="text" value="1,546,039"/>	<input type="text" value="1,866,182"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,217,235"/>	<input type="text" value="1,460,599"/>	<input type="text" value="1,514,304"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

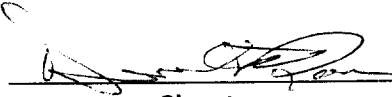
Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

DANIEL T ROSE, PRESIDENT  3/19/01  
Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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1,217,236	<input type="text"/>	<input type="text"/>
892,343	<input type="text"/>	<input type="text"/>
1,522,280	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Release of Lien on Trademarks

WHEREAS, by a certain Security Agreement (Trademarks)(the "Assignment"), dated as of August 20, 1997, by DuCoa L.P. ("Debtor") in favor of Fleet Capital Corporation, as Agent (the "Agent"), delivered pursuant to a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated as of August 20, 1997, among Debtor, certain of its affiliates and the Agent, which Assignment was recorded with the United States Patent and Trademark Office on November 17, 1998 on reel 1816 frame 0408, Debtor granted to the Agent a security interest in and lien on, among other things, the trademarks owned by Debtor and set forth on Schedule A hereto;

WHEREAS, the Agent desires to release its security interest in and lien on the trademarks set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release its security interest in and lien on the trademarks set forth on Schedule A hereto and the goodwill of the business symbolized thereby and reassigns to Debtor, without representation, warranty or recourse, all right, title and interest of the Agent in and to such trademarks and goodwill, provided, that such release shall not affect the security interest in and lien on any other collateral granted under the above mentioned Security Agreement and Mortgage-Trademarks, Patents and Copyrights.

Date: March 13, 2001

FLEET CAPITAL CORPORATION,  
as Agent

By JL Dyl  
Title: SUP

Schedule A

TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
VALUMIN	11/26/97	75/396794

STATE OF NEW YORK     )  
                                  )     SS.  
COUNTY OF NEW YORK    )

The foregoing Release of Lien on Trademarks was executed and acknowledged before me this 13<sup>th</sup> day of March, 2001 by Frank DiCeglie, personally known to me to be a Vice President of Fleet Capital Corporation who being duly sworn, deposes and says that said instrument was signed on behalf of such corporation by authority of its Board of Directors and that said instrument be the free act and deed of said corporation.



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Notary Public

J. SITA RAMNARACE  
Notary Public, State of New York  
No. 01RA6008809  
Qualified in Queens County  
Commission Expires June 15, 2002

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My commission expires: 6/15/2002

Release of Lien on Trademarks

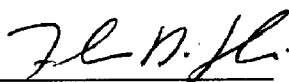
WHEREAS, by a certain Security Agreement (Trademarks)(the "Assignment"), dated as of August 20, 1997, by DuCoa L.P. ("Debtor") in favor of Fleet Capital Corporation, as Agent (the "Agent"), delivered pursuant to a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated as of August 20, 1997, among Debtor, certain of its affiliates and the Agent, which Assignment was recorded with the United States Patent and Trademark Office on September 2, 1997 on reel 1630 frame 0081, Debtor granted to the Agent a security interest in and lien on, among other things, the trademarks owned by Debtor and set forth on Schedule A hereto;

WHEREAS, the Agent desires to release its security interest in and lien on the trademarks set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release its security interest in and lien on the trademarks set forth on Schedule A hereto and the goodwill of the business symbolized thereby and reassigns to Debtor, without representation, warranty or recourse, all right, title and interest of the Agent in and to such trademarks and goodwill, provided, that such release shall not affect the security interest in and lien on any other collateral granted under the above mentioned Security Agreement and Mortgage-Trademarks, Patents and Copyrights.

Date: March 13 2001

FLEET CAPITAL CORPORATION,  
as Agent

By   
Title: SUP

## Schedule A

## TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
BIO-ADE	2/26/91	1,635,892
CHRO-MOR	1/3/95	1,871,780
ELECTRA-VITE	11/23/82	1,217,235
INESTRUM	10/13/87	1,460,598
MYCOLOCK	7/4/89	1,546,039
NEO-PRO	10/13/87	1,460,599
NUTRIBASICS	8/13/85	1,353,648
NUTRIPLAZ	12/6/94	1,866,182
OPITMIN stylized	11/29/88	1,514,304
S.T.O.P.	11/23/82	1,217,236
SEECO	6/9/70	892,343
SUR-TEN	1/31/89	1,522,280



STATE OF NEW YORK     )  
                                  )     SS.  
COUNTY OF NEW YORK   )

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Notary Public

**J. SITA RAMNARACE**  
Notary Public, State of New York  
No. 01RA6008809  
Qualified in Queens County  
Commission Expires June 15, 2002

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My commission expires: 6/15/2002