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Form PTO-1594

05-29-2002



S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

	(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	U.S. Patent and Trademark Office
		2105041 ▼ ▼
	To the Honorable Commissioner of Patents and Trademarks: F	
5 36 5	1. Name of conveying party(ies): JPMorgan Chase Bank f/k/a The Chase Manhattan Bank Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Assignment Security Agreement Other Release of Security Interest	2. Name and address of receiving party(ies) Name: Del Pharmaceuticals, Inc. Internal Address: Street Address: 178 EAB Plaza, 8th Floor City: Uniondale State: NY Zip: 11556 Individual(s) citizenship Association General Partnership Limited Partnership X Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
	Execution Date: 03/26/2002	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes X No
	4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 722773, 1793360,
		1236010, 1430843, 1168895, 731062,
	Additional number(s) atta	ached 🗸 Yes 🗌 No
	Name and address of party to whom correspondence concerning document should be mailed: Name:Cullen and Dykman LLP	6. Total number of applications and registrations involved: 46
	Internal Address: ATTN: John J. Bishar, Jr., Esq	7. Total fee (37 CFR 3.41)\$ 1,165.00
	Re: Del Pharmaceuticals, Inc.	✓ Enclosed
		Authorized to be charged to deposit account
Ī	Street Address:Garden City Center	Deposit account number:
	100 Quentin Roosevelt Boulevard	N/A
	City: Garden City State: NY Zip: 11530-4850	
-	9. Signature.	THIS SPACE
	JPMORGAN CHASE BANK	9.//
	Christopher G. Zimmerman	Amne—March 26, 2002
ŀ	Vice President Total number of pages including cover	nature Date sheet, attachments, and document:
/2002]	OBYRNE 00000168 /22//3 Mail documents to be recorded with n	

03/28 01 FC:481 02 FC:482

of Patent & Trademarks, E Washington, D.C. 20231

40.00 OP 1125.00 OP

DEL PHARMACEUTICALS, INC.

ADDITIONAL TRADEMARK REGISTRATION NUMBERS

954897, 1267637, 771406, 2219413, 1499210, 932502, 1500148, 932501, 705162, 1649124, 1749219, 1817698, 857383, 855439, 592383, 1259783, 953499, 1166935, 1281248, 1967370, 2159753, 1320331, 2058425, 1854017, 1183432, 1345457, 1441745, 775933, 2061952, 1230798, 883021, 1253546, 1253547, 1253548, 1805077, 1255060, 867071, 793582, 647728 and 948185

RELEASE OF SECURITY INTEREST IN TRADEMARK AND TRADEMARK REGISTRATION

RELEASE dated as of March 26, 2002, made by JPMORGAN CHASE BANK (formerly The Chase Manhattan Bank), as collateral agent (in such capacity, the "Collateral Agent"), in favor of DEL PHARMACEUTICALS, INC., (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor has granted to the Collateral Agent a first priority, perfected security interest in, among other things, the trademarks and trademark registrations, trademarks and trademark applications, and tradenames and tradename applications described on Schedule A hereto (the "Trademark Collateral") pursuant to that certain Trademark Security Agreement dated as of February 25, 2000 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by the Grantor in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement has been recorded in the United States Patent and Trademark Office at Reel 2038, Frame 0653;

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral;

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. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement, and if not defined in the Trademark Security Agreement, that certain Loan Agreement dated as of February 25, 2000 among the Grantor, certain Guarantors, the Lenders named therein and the Agent named therein (the "Loan Agreement").
- 2. Release of Security Interest. (a) The Collateral Agent hereby releases its security interest in the Trademark Collateral, and any right, title and interest of the Collateral 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 Collateral Agent.
 - (b) Notwithstanding the foregoing, nothing contained

herein shall impair any security interests held by the Collateral Agent in any other Trademarks or other Collateral subject to the Trademark Security Agreement (including, without limitation, any security interest in the proceeds of the Trademark Collateral).

- 3. <u>Further Assurances</u>. The Collateral 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.
- GOVERNING LAW. 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 Collateral Agent on behalf of the Agent and the Secured Parties has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

JPMORGAN CHASE BANK

as Collateral Agent for the Agent and

the Secured Parties

Christopher G. Zimmerman

Vice President

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26th day of March, in the year 2002 before me, the undersigned, a notary public in and for said State, personally appeared Christopher G. Zimmerman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PAUL K. HARGROVE Notary Public, State of New York No. 01HA4862679 Qualified in Nassau County Certificate Filed in New York County Commission Expires Aug. 18, 200

US Trademarks Owned by Del Pharmaceuticals

SCHEDULE

Page 1

App. Submitted to PTO 2 6/25/01 Sect 8 & 15 filed 10/96 9/13/04|Sect 8 & 15 filed 10/99 2/26/03|Sect 8 & 15 filed 4/98 1/25/04|Sect 8 & 15 filed 8/99 10/17/61 10/17/01|Renewed 1981 (S) 6/16/04|Renewed 1984 (P) 5/8/02|Renewed 1982 (P) 10/4/00|Renewed 1980 (P) 12/23/69 12/23/09|Renewed 12/99 (P) 8/25/04|Renewed 1984 (P) 9/24/08|Renewed 9/88 8/27/08|Renewed 8/88 9/21/03|Registered (P) 3/3/07|Registered (P) 9/15/01|Registered (P) 3/13/03|Registered (P) 2/21/04 Registered (P) 4/18/02|Registered (P) 4/18/02|Registered (P) 7/13/04|Renewed 7/94 2/20/03|Renewed 2/93 9/1/01|Registered (P) 6/12/04|Registered (P) 4/9/06|Registered (P) 2/19/05|Registered (P) 5/13/07/Registered (P) 3/15/03|Registered (P) 10/11/83 10/11/03|Registered (P) 12/29/01|Registered (P 1/19/09|Registered 8/9/08|Registered 8/16/08|Registered 12/6/03|Registered 5/19/08 Registered 4/29/07 Registered 7/2/05|Registered 6/9/07|Registered Sental Mo Model Detail Resel New Resel Detail Energy Petro 1/26/93 7/2/85 9/21/93 4/18/72 10/4/60 3/13/73 6/16/64 1/19/99 8/6/8 4/18/72 9/24/68 12/6/83 9/15/81 8/16/88 7/13/54 2/20/73 2/19/85 12/29/81 6/9/87 5/8/62 6/25/91 8/27/68 6/12/84 9/13/94 8/25/64 3/15/83 2/21/84 9/1/81 4/9/96 5/19/98 4/29/97 5/13/97 1253546 7/17/86/1430843 3/28/91/1793360 1236010 1168895 10/21/96/2219413 1499210 1500148 1649124 1749219 1817698 1259783 1166935 1281248 8/19/96|2159753 1/29/96|2058425 6/20/94 1967370 1183432 731062 1267637 1320331 1441745 3/14/95|2061952 1230798 1854017 1345457 932501 7/10/67 855439 771406 932502 705162 11/5/53|592383 12/15/71 953499 775933 954897 7/10/67|857383 44/40/00 74/152,070 75/184,494 74/540,053 75/050,885 72/410,260 75/977,032 71/655,891 75/952,36/ 74/646,621 275,638 609,873 275,637 S PROPA P.H. (LOGO) (#1) PROPA P.H. (LOGO) (#2" **JRAJEL COVERMED** RAJEL MOUTH-AID DRAJEL BRACE-AID **JFF-EZY (DESIGN)** DENTURE ORAJEI DIAPER GUARD DRAJEL GOLD BLIS (DESIGN) ARTHRICARE SANDAMYCIN ERIOSEPTIC **3ABY ORAJE**I ERMAREST **SIDELAMINE JOUBLE ICE** ORAJEL P.M. PRONTO (#1) PRONTO (#2) SKIN SHIELD PST CAR **ACNEGENE JCU-BATH** CU-DROP RADEX-C PROPA P.H BOIL EASE EXOCAINE RECOVER **AURO-DRI** DRICORT POROX 7 FF-EZY ETANE **JRAJEL** STYAID

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TYEASE	2			1253547	10/11/83	1253547 10/11/83 10/11/03 Registered (P)
STYEZE	5			1253548	10/11/83	10/11/83 10/11/03 Registered (P)
/GIENE	2			1805077	11/16/93	11/16/93 11/16/03 Sect 8 & 15 filed 5/99
/OXIDE	5			1255060	10/25/83	10/25/83 10/11/03 Registered (P)
ANAC	2			867071	3/25/69	3/25/09 Registered (P)
RIALKA	!			793582	8/3/65	8/3/05 Registered
TRIPTONE	5			647728	712/57	7/2/07 Renewed 7/97
IGANIC				948185	12/5/72	12/5/72 12/5/02 Registered

TRADEMARK REEL: 002509 FRAME: 0639

RECORDED: 03/28/2002