

08-05-2003

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



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

Tab settings

102516194

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

1. Name of conveying party(ies):
 The Bank of New York

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

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

2. Name and Address of receiving party(ies)
 Name: Topcoat, Inc.

Internal Address: _____
 Street Address: 24 Industrial Road
 City: Walpole State: MA Zip: 02081

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: 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 Agreement Change of Name
 Other Termination and Release of Security Interest in Trademarks

Execution Date: July 9, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 N/A

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
 See Attached

2003 AUG - 1
 OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Intellectual Property Docketing
 Internal Address: SHEARMAN & STERLING LLP
 Street Address: 599 Lexington Avenue
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(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.

Tamara L. Hrivnak [Signature] July 25, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

08/04/2003 EDDPER 00000104 2274010

01 FC:8521 40.00 OP
02 FC:8522 200.00 OP

NYDOCS04/381108.1

TRADEMARK REEL: 002793 FRAME: 0623

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Registration Numbers

2,274,010	1,850,330	1,379,918	589,954	407,189
2,277,590	468,908	1,638,557	422,155	

NO ADDITIONAL PAGES

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of July 9, 2003, from THE BANK OF NEW YORK, as Collateral Agent under that certain Security Agreement, dated as of December 22, 2000 among each Grantor (as defined in said Security Agreement), The Bank of New York, as Collateral Agent (the "Security Agreement") and TOPCOAT, INC., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to The Bank of New York in its capacity as Collateral Agent under a certain grant of security interest agreement and under the Security Agreement, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office on January 29, 2001, at Reel 00229; Frame 0714; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

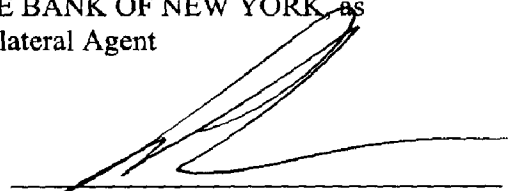
1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks, service marks and applications set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing.
2. Release: The Collateral Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.
3. Recordation: The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.
4. Further Assurance: The Collateral Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. Counterparts: This Termination and Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signature page follows.]

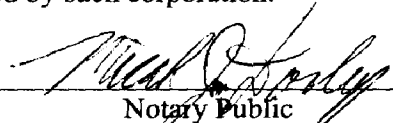
IN WITNESS WHEREOF, each of the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK, as
Collateral Agent

By: 
Name: Andres E. Serrano
Title: Vice President

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

On this 1st day of July, 2003, before me personally appeared Andres E. Serrano to me known who, being by me duly sworn, did depose and say that he is a vice president of THE BANK OF NEW YORK, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.


Notary Public

MICAH J. DOOLEY
NOTARY PUBLIC, State of New York
No. 24-4753019
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 2007

SCHEDULE A

U.S. Trademarks (registered)

KODIAK	2,274,010	08/31/1999		
KODIAK DESIGN	2,277,590	09/14/1999		
MAJORSEAL	1,850,330	08/16/1994		
MAJORSEAL	468,908	08/08/1994		
TOPCOAT	1,379,918	01/28/1986		
TOPCOAT	1,638,557	07/22/1996		
TOPCOAT	589,954	11/30/1995		
TOPCOAT	422,155	12/23/1991		
TOPCOAT	407,189	07/19/1999		
TOPCOAT DESIGN	81,938,994	03/16/1999		
TOPCOAT DESIGN			EM 407189*	11/12/1996

* An Application was filed but the mark was not registered.