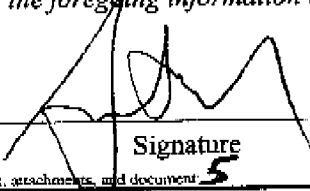


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → →		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Ableco Finance LLC, as Agent <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State -- <input checked="" type="checkbox"/> Other -- Delaware Limited Liability Company Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) John B. Smyth Company Street Address: 7878 North Federal Highway  City: Boca Raton                      State: FL    Zip: 33487 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Illinois <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other -- Partial release of security interest recorded at Reel/Frame 002265/0356. Execution Date: June 18, 2004		4. Application number(s) or registration number(s):  B. Trademark Registration No.(s) 1,922,052 1,922,051  Additional number(s) attached    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel  Street Address: 919 Third Avenue  City: New York    State: N.Y.    Zip: 10022		6. Total number of applications and registrations involved.....2.....  7. Total fee (37 CFR 3.41).....\$ 65 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <b>50-0675 - Schulte Roth &amp; Zabel</b> <small>(Attach duplicate copy of this page if paying by deposit account)</small>			
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.</i>					
Santo Manna, Esq. Name of Person Signing		 Signature		July 13, 2004 Date	
<small>Total number of pages including cover sheet, attachments, and document: 5</small>					
<small>Mail documents to be recorded with required cover sheet information to: Commissioner of Patent &amp; Trademarks, Box Assignments, Washington, D.C. 20231</small>					

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**PARTIAL RELEASE OF SECURITY INTEREST**

THIS PARTIAL RELEASE OF SECURITY INTEREST (the "Release") is made as of this 18<sup>th</sup> day of June, 2004, by Ableco Finance LLC, a Delaware limited liability company, as Agent for certain Lenders ("Ableco") pursuant to that certain Financing Agreement, dated as of February 26, 2001, as amended, restated, supplemented or otherwise modified from time to time (the "Financing Agreement"), in favor of John M. Smyth Company, an Illinois corporation ("Smyth").

WHEREAS, pursuant to the Financing Agreement, Smyth entered into that certain Trademark Security Agreement, dated as of February 26, 2001 (the "Trademark Security Agreement") in favor of Ableco, as Agent for the Lenders, which Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 13, 2001 at Reel 002265/Frame 0356; and

WHEREAS, pursuant to the Trademark Security Agreement, Smyth granted to Ableco, in its capacity as Agent, a security interest in its right, title and interest in and to the trademark registrations listed on Exhibit A attached hereto and made a part hereof (the "Secured Collateral").

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Ableco, in its capacity as Agent for the Lenders (as such terms are defined in the Financing Agreement), hereby releases and terminates its security interest in and to the Secured Collateral granted pursuant to the Trademark Security Agreement, and Ableco hereby assigns any such right, title and interest it may have in the Secured Collateral (if any) to Smyth. Ableco further agrees to execute and deliver to Smyth any and all further documents or instruments and do any and all further acts which Smyth reasonably

requests in order to confirm this Release, at Smyth's sole cost and expense. This Release shall be binding upon Ableco's legal representatives, assigns and successors. Nothing in this Release shall be deemed a representation or warranty with respect to the Secured Collateral, Smyth's or Ableco's right, title or interest therein or thereto, or the release granted herein, and neither Smyth nor any third party shall have recourse against Ableco in any way in connection with this Release. Furthermore, and for the avoidance of doubt, this is a partial release only, and Ableco does not hereby release any security interest other than its security interest in the Secured Collateral granted pursuant to the Trademark Security Agreement, nor does Ableco release any other right of Ableco or any Lenders pursuant to the Financing Agreement or any other financing agreement or security agreement (including without limitation that certain Second Amended and Restated Financing Agreement, dated as of June 18, 2004, as from time to time amended, restated, supplemented or otherwise modified, that certain Trademark Security Agreement, dated as of June 19, 2003, and any other agreements related thereto), and Ableco expressly reserves all such rights and security interests.

[Remainder of Page Intentionally Left Blank]

N WITNESS WHEREOF, the undersigned has caused this Agreement to be  
officers thereunto duly authorized, as of the date first above written.

ABLECO FINANCE LLC, in its capacity as Agent

By: Mark Neysent

Name: Mark Neysent  
Title: Sr. V.P. 11:00

**EXHIBIT A**

**Trademarks**

<b>Trademark</b>	<b>Registration No.</b>
JOHN M. SMYTH'S HOMEMAKERS	1,922,052
JOHN M. SMYTH	1,922,051