

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JP Morgan Chase Bank, NA		06/14/2005	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stoker, Inc.		
<b>Street Address:</b>	257 Park Avenue South		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2027975	TENNESSEE CHEW	
Registration Number:	2071640	STOKER'S	
Registration Number:	1817068	L-50	
Registration Number:	1904573	FRED STOKER & SONS, INC.	
Registration Number:	1817067	24C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 756-2388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq. (026033-0106)		
<b>Address Line 1:</b>	Schulte Roth & Zabel LLP		
<b>Address Line 2:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$140.00 2027975

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/beb for da/
Date:	06/23/2005
Total Attachments: 5 source=jpmorganchase#page1.tif source=jpmorganchase#page2.tif source=jpmorganchase#page3.tif source=jpmorganchase#page4.tif source=jpmorganchase#page5.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date executed below and is granted by JP MORGAN CHASE BANK, NA, a national banking association ("Releasor"), in favor of STOKER, INC., a Tennessee corporation ("Releasee").

**WHEREAS**, pursuant to that certain Amended and Restated Loan Agreement, dated as of February 17, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Loan Agreement") by and among Releasee, JP Morgan Chase Bank, NA, as agent, and the Lenders described therein, Lenders agreed to make loans and other financial accommodations to Releasee;

**WHEREAS**, Releasee and Releasor entered into that certain Amended and Restated Security Agreement dated as of February 17, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Releasee executed that certain Amended and Restated Collateral Assignment of Security Interest in United States Trademarks in United States Trademarks dated as of February 17, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Assignment of Security Interest") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral"):

- (a) all trademarks, trademark registrations and trade names and all trademark applications that have been filed based upon use or based upon intent to use, provided that a statement of use or amendment to allege use has been filed as of the date of any Event of Default, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and (i) all renewals thereof; (ii) all income, royalties, damages and payments then or thereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill; (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill; and (iv) all rights corresponding thereto throughout the world;
- (b) the goodwill of the Releasee's business connected with and symbolized by each trademark comprised in the Trademark Collateral; and
- (c) all proceeds and products of the foregoing;

**WHEREAS**, the Assignment of Security Interest was recorded at the United States Patent and Trademark Office at Reel 002918/Frame 0503 on February 19, 2004;

**WHEREAS**, Releasee has paid all of its outstanding indebtedness to Releasor;

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement, the Assignment of Security Interest and/or any other agreement (the "Security Interest"); and

**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Assignment of Security Interest and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 14<sup>th</sup> day of June 2005.

**RELEASOR**

By: **JP MORGAN CHASE BANK, NA**

  
\_\_\_\_\_

Name: H. JOSEPH BRENNER

Title: SENIOR VICE PRESIDENT

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF KENTUCKY

SS.:

COUNTY OF JEFFERSON

On this 14 day of JUNE 2005, before me, the undersigned, personally appeared H. JOSEPH BAENNER, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL] 1-5-07

**SCHEDULE A**

Schedule of Federal Trademarks

<b>Trademark</b>	<b>Current Owner</b>	<b>Registration No. and Date Issued</b>
STOKER'S and Design	Stoker, Inc., as successor to Fred Stoker & Sons, Inc.	2,071,640 June 17, 1997
L-50	Stoker, Inc., as successor to Fred Stoker & Sons, Inc.	1,817,068 January 18, 1994
FRED STOKER & SONS, INC. and Design	Stoker, Inc., as successor to Fred Stoker & Sons, Inc.	1,904,573 July 11, 1995
24C	Stoker, Inc., as successor to Fred Stoker & Sons, Inc.	1,817,067 January 18, 1994
TENNESSEE CHEW	Stoker, Inc., as successor to Fred Stoker & Sons, Inc.	2,027,975 December 31, 1996

LOULibrary 0000LU2.0120527 466529v.2