

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (recorded at Reel 0989/Frame 0452)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Group/Business Credit, Inc.		08/01/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Fort Wayne Plastics, Inc.		
Street Address:	510 Sumpter Drive		
City:	Fort Wayne		
State/Country:	INDIANA		
Postal Code:	46804		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1596448	FORT WAYNE POOLS	
CORRESPONDENCE DATA			
Fax Number:	(602)445-8643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602 445-8382		
Email:	stearnss@gtlaw.com		
Correspondent Name:	Susan Daly Stearns		
Address Line 1:	2375 East Camelback Road		
Address Line 2:	Suite 700		
Address Line 4:	Phoenix, ARIZONA 85016		
NAME OF SUBMITTER:	Susan Daly Stearns		
Signature:	/Susan Daly Stearns/		
Date:	08/03/2005		

CH \$40.00 1596448

Total Attachments: 1

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**TRADEMARK
 REEL: 003133 FRAME: 0921**

TRADEMARK RE-ASSIGNMENT AND RELEASE OF SECURITY AGREEMENTS

WHEREAS Fort Wayne Plastics, Inc., an Indiana corporation ("Assignor") did execute and deliver to the CIT Group/Business Credit, Inc. (Assignee") a certain Trademark Assignment and Security Agreement and Amendment to the Trademark Assignment and Security Agreement the (" Security Agreements"); and

WHEREAS the Security Agreements are recorded in the United States Patent and Trademark Office at reel 0831, frame 230 and reel 0989, frame 0452 with respect to the trademark FORT WAYNE POOLS and design and U.S. registration no. 1,596,448 thereto (the "Mark" and "Registration"); and

WHEREAS the Security Agreements provided a collateral security interest in the Mark and Registration for certain loans made by Assignee to Assignor and such loans have been fully paid and satisfied;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee does hereby terminate its security interests and assigns, sells and transfers unto Assignor its entire right, title and interest in the Mark and the Registration together with that part of the goodwill of its business connected with the use of and symbolized by the Mark and Registration, and does hereby further cancel and terminate the Security Agreements, declare the same null and void, of no further force and effect, and further states that Assignee has no further or continuing right, title or interest in or to the Mark or Registration.

SIGNED and EFFECTIVE this 1 day of August, 2005.

THE CIT GROUP/BUSINESS CREDIT, INC.

By: [Signature]
Name: James Conheaney
Title: VP

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

This instrument was acknowledged before me on 8/01, 2005 by JAMES CONHEANEY of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, on behalf of said corporation.

[Signature]
Notary Public in and for
The State of New York

[SEAL] STANLEY R KARP
Notary Public, State of New York
No. 02KA5057858
Qualified in Suffolk County
Commission Expires April 1 2006
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