# Release of Security Interest

## **CONVEYING PARTY DATA**

NATURE OF CONVEYANCE:

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

Name	Formerly	Execution Date	Entity Type
Bank Of America, N.A.		09/29/2005	CORPORATION:

#### RECEIVING PARTY DATA

Name:	Carlton-Bates Company
Street Address:	3600 West 69th Street
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72209
Entity Type:	CORPORATION: ARKANSAS

**NEW ASSIGNMENT** 

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2517095	LADD
Registration Number:	1592530	C-B ONLY THE BEST IS GOOD ENOUGH

### **CORRESPONDENCE DATA**

Fax Number: (404)253-8480

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

404.881.4780 Phone:

Email: kglidewell@alston.com

Correspondent Name: Kevin Glidewell

Address Line 1: 1201 West Peachtree Street Address Line 4: Atlanta, GEORGIA 30309-2434

NAME OF SUBMITTER: Kevin Glidewell Signature: /KPG/ Date: 09/29/2005

Total Attachments: 3

TRADEMARK **REEL: 003167 FRAME: 0498** 

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> TRADEMARK REEL: 003167 FRAME: 0499

#### RELEASE OF TRADEMARK SECURITY INTEREST

This release (the "Release")	is made as of	_, 2005, by BA	NK OF AMERICA,	N.A.,
as Agent for the Banks party to the F	inancing Agreement referred	to below (the "	Secured Party").	

#### WITNESSETH:

WHEREAS, Carlton-Bates Company, an Arkansas corporation ("CBC"), the Banks from time to time a party thereto, and the Secured Party previously entered into a Financing Agreement, dated as of July 16, 2003 (such Agreement, as amended, restated or otherwise modified from time to time hereinafter referred to as the "Financing Agreement").

WHEREAS, CBC and the Secured Party were parties to that certain Security Agreement, dated as of July 16, 2003, including all exhibits and attachments thereto, and as amended, restated, supplemented or otherwise modified (the "Security Agreement"), pursuant to which CBC granted a security interest to the Secured Party in, inter alia, certain trademarks, trademark registrations and applications (the "Trademarks"), and the goodwill associated therewith, including, without limitation, those set forth on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Secured Party recorded a security interest in said Trademarks as listed on Exhibit  $\underline{A}$  hereto with the Assignment Division of the United States Patent and Trademark Office on August 29, 2003 at Reel 2709, Frame 0377.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. All terms used in this Release and the recitals hereto which are defined in either the Financing Agreement or the Security Agreement and which are not otherwise defined herein shall have the same meaning herein as set forth therein.
- 2. The Secured Party hereby releases its security interest in the Trademarks and all goodwill associated therewith, including the Trademarks listed on Exhibits A, originally granted to the Secured Party pursuant to the Security Agreement.
- 3. The Secured Party, hereby assigns, grants and otherwise re-conveys to CBC all of its, right, title and interest in and to the Trademarks and all goodwill associated therewith, including the Trademarks listed on Exhibit A, originally granted to the Secured Party, pursuant to the Security Agreement.
- 4. Upon the request of CBC, the Secured Party further agrees to execute all documents necessary to demonstrate and confirm the parties' intent under this Release.

[Signature Page Follows]

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IN WITNESS WHEREOF, BANK OF AMERICA, N.A. has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A.

STATE OF Julyas,

On this 29 day of 19 mb2, 2005, before me personally appeared Tellery White , to me known who, being by me duly sworn, did depose and say that he/she is as it. Use

of BANK OF AMERICA, N.A., the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by BANK OF

AMERICA, N.A.

OFFICIAL SEAL MARIA PAGGAO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/01/09

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TRADEMARK

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# EXHIBIT A TO RELEASE

# **TRADEMARKS**

Registrant	Mark	Reg. No.	Reg. Date
Carlton-Bates Company	"C-B Only the Best	1,592,530	April 17, 1990
	is Good Enough"		
	Service Mark	•	
LADD Industries, Inc.	"LADD"	2,517,095	December 11, 2001

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**RECORDED: 09/30/2005** 

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