

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2384 Frame 0945)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Paying Agent	FORMERLY The Chase Manhattan Bank	01/30/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Mafoo Worldwide Corporation (formerly Pneumo Abex Corporation)
Street Address:	Third Street & Jefferson Avenue
City:	Camden
State/Country:	NEW JERSEY
Postal Code:	08104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	0997652	MAFCO-MAGNASWEET
Registration Number:	1060456	COCOA DRESS
Registration Number:	2331742	MAGNASWEET
Registration Number:	1017526	SME
Registration Number:	612290	MAFCO
Registration Number:	856843	MAFCO
Registration Number:	1278230	RIGHT DRESS
Registration Number:	84018	TRADE MARK
Registration Number:	864099	MAFCO
Registration Number:	764149	RIGHT DRESS
Registration Number:	753781	SHIP BRAND
Registration Number:	635021	S
Registration Number:	625539	BVB

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Registration Number:	836186	BEAUTY BLANKET
Registration Number:	753608	SHIP BRAND
Registration Number:	753563	SHIP BRAND
Registration Number:	1469567	MAG

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
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Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0082
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/06/2006

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 30, 2006, from JP Morgan Chase Bank, N.A., a national banking association, with its principal place of business located at P.O. Box 2558, Houston, Texas 77252, as Paying Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Mafco Worldwide Corporation (formerly known as Pneumo Abex Corporation), a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 17, 2001, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of April 17, 2001, among the Agent and the Borrower (the "Security Agreement"), the Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 18, 2001, at Reel 002384 and Frame 0945; and

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

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

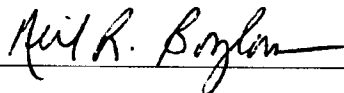
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

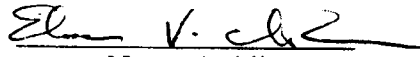
JP Morgan Chase Bank, N.A.,
as Paying Agent

By: 
Name: **Neil R. Boylan**
Title: **Managing Director**

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 30th day of January, 2006, before me personally appeared
Neil R. Boylan to me known who, being by me duly sworn, did depose and say that
he/she is Managing Director of JP Morgan Chase Bank, N.A. described herein and
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to
the authority granted by JP Morgan Chase Bank, N.A..



Notary Public

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4938119
Qualified in Kings County
Commission Expires March 30, 2007

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration Number</u>
MAFCO-MAGNASWEET	997,652
COCOA DRESS & Design	1,060,456
MAGNASWEET	2,331,742
SME	1,017,526
MAFCO & Design	612,290
MAFCO & Design	856,843
RIGHT DRESS	1,278,230
TRADE MARK & Design	84,018
MAFCO & Design	864,099
RIGHT DRESS & Design	764,149
SHIP BRAND	753,781
S	635,021
BVB & Design	625,539
BEAUTY BLANKET	836,186
SHIP BRAND	753,608
SHIP BRAND	753,563
MAG	1,469,567

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