

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.	FORMERLY Bank of America Illinois	05/23/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Plaxicon Company		
Street Address:	1760 Hawthorne Lane		
City:	West Chicago		
State/Country:	ILLINOIS		
Postal Code:	60185		
Entity Type:	COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1563397	PLAXICON P	
Registration Number:	1831366	P	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-456-5202		
Email:	chitmdocket@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601-1732		
NAME OF SUBMITTER:	Howard E. Silverman		
Signature:	/Howard E. Silverman/		
Date:	05/24/2006		

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Total Attachments: 7

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TERMINATION AND RELEASE OF SECURITY INTEREST

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, BANK OF AMERICA, N.A. (f/k/a Bank of America Illinois) (the "Bank"), having offices at 231 South LaSalle Street, Chicago, Illinois 60697, hereby terminates and releases its security interests in the patents and trademarks ("Patents and Trademarks") listed in Schedules II and III to that certain Intellectual Property Security Agreement dated as of July 3, 1996 (the "Security Agreement") between Plaxicon Company (as Grantor) and the Bank (as Agent) and recorded July 31, 1996 with the U.S. Patent and Trademark Office (a copy of the Security Agreement being attached hereto).

The Bank further hereby assigns and transfers to Plaxicon Company, and unto its successors and assigns, all the right, title, interest, claim, or demand whatsoever the Bank may have acquired in, through, or by the Security Agreement with respect to the Patents and Trademarks, such assignment and transfer being without representation or warranty of any kind.

IN WITNESS WHEREOF, the undersigned duly authorized officer has executed this Release, as of this 23rd day of May, 2006.

BANK OF AMERICA, N.A., as Agent
(f/k/a Bank of America Illinois)

By: 

Name: David A. Johanson

Title: Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 3, 1996, is between Plexicon Company, a California limited partnership (the "Grantor"), and Bank of America Illinois (the "Agent," as defined below).

WITNESSETH:

WHEREAS, the Grantor and certain other Loan Parties, various financial institutions which are, or may become, parties thereto (the "Banks"), and Bank of America Illinois, individually and as agent for the Banks (in such capacity, the "Agent"), are parties to a Credit Agreement of even date herewith (as amended, modified, restated, supplemented, extended, refinanced or renewed, from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement of even date herewith (as amended, modified, restated, supplemented, extended or renewed, from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the Banks making loans and issuing letters of credit pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Agent and the Banks, a continuing security interest in all of the Intellectual Property Collateral (as defined below) to secure the Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to make loans (including, without limitation, the initial borrowing of loans) and issue letters of credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Banks, as follows:

SECTION 1. Definitions. Unless the context clearly indicates to the contrary, terms defined in the Credit Agreement shall have the meanings herein which the Credit Agreement assigns to such terms, notwithstanding any termination of the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Agent, for the benefit of the Agent and the Banks, and grant to the Agent, for the benefit of the Agent and the Banks, a continuing first priority security interest in, all of the following property (the "Intellectual Property Collateral") of the Grantor, wherever located, whether now or hereafter existing, owned, possessed, licensed, leased, consigned, arising or acquired:

(a) all foreign and United States copyrights and applications and registrations for copyrights, including those listed on Schedule I hereto, and any and all, and all applications for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including licenses, royalties and proceeds of infringement suits;

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(b) all foreign and United States patents and applications and registrations for patents, including those listed on Schedule II hereto, and any and all, and all applications for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including licenses, royalties and proceeds of infringement suits; and

(c) all foreign and United States trademarks and applications and registrations for trademarks, including those listed on Schedule III hereto, and any and all, and all applications for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including licenses, royalties and proceeds of infringement suits, together with all good-will associated with the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Intellectual Property Collateral with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the final and full payment of all Obligations and the termination of all Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Intellectual Property Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PLAXICON COMPANY

By: **Plaxicon Holding Corporation,
its Managing General Partner**

By: *[Signature]*
Title: VICE PRESIDENT

**BANK OF AMERICA ILLINOIS,
as Agent**

By: *[Signature]*
Title: DAVID L. GRAHAM
Vice President

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Schedule I
COPYRIGHTS

None.

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Schedule II
PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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Pending Patent Applications/Registrations

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
USA	5518-106	October 25, 1995	Elongated Bottle

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Schedule III
TRADEMARKS

<u>Country</u>	<u>Trademark No.</u>	<u>Issue Date</u>	<u>Title</u>
USA	1,563,397	October 31, 1994	Plaxicon and "P" Logo
USA	1,831,366	April 19, 1994	P (stylized)

Pending Trademark Applications/Registrations

<u>Country</u>	<u>Trademark No.</u>	<u>Issue Date</u>	<u>Title</u>
Canada	5518-104XX-XCA	September 8, 1995	Plaxicon and "P" Logo
Canada	5518-103XX-XCA	September 8, 1995	P (stylized)

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RECORDED: 07/31/1996

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