

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		07/30/2007	Administrative Agent:

RECEIVING PARTY DATA

Name:	Potters Industries Inc.
Street Address:	1200 West Swedesford Road
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0883662	ALERT
Registration Number:	0815582	BALLOTINI
Registration Number:	0368247	CATAPHOTE
Registration Number:	0775108	CATAPHOTE
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	0696211	GLAS-SHOT
Registration Number:	0802502	GLAS-SHOT
Registration Number:	1769201	LASERLUX
Registration Number:	2803713	LUMINIGHT
Registration Number:	1946933	LUXSIL
Registration Number:	0775827	MICROBEADS
Registration Number:	0921789	MICROBEADS
Registration Number:	0921573	MICROBEADS
Registration Number:	0950699	MICROBEADS

CH \$540.00 0883662

Registration Number:	1645687	SPHERICEL
Registration Number:	1177309	SPHERIGLASS
Registration Number:	1502914	VISIBEAD
Registration Number:	1903374	VISIGUN
Serial Number:	78277848	BALLOTINI BLASTER
Serial Number:	78277827	BALLOTINI BLASTER BEADS
Serial Number:	78395780	GLASS FILL

CORRESPONDENCE DATA

Fax Number: (888)329-3382
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 470-4524
Email: sgrenald@skadden.com
Correspondent Name: Teresa Hu
Address Line 1: 525 University Avenue
Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	698510/158
NAME OF SUBMITTER:	Teresa Hu
Signature:	/Teresa Hu/
Date:	10/03/2007

Total Attachments: 6
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY is given as of this 30th day of July, 2007, by UBS AG, Stamford Branch, located at 677 Washington Boulevard, Stamford, CT 06901, in its capacity as administrative agent under the respective Security Agreements (as defined below) (the "Assignor"), in favor of POTTERS INDUSTRIES INC., a New York corporation, located at 1200 West Swedesford Road, Berwyn, PA 19312 (the "Assignee"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Grant of Security Interest in Patent Rights, Grant of Security Interest in Trademark Rights or Guarantee and Collateral Agreement (such terms as defined below, and collectively referred to as the "Security Agreements"), as applicable.

WHEREAS, Assignor and Assignee are parties to that certain Guarantee and Collateral Agreement, dated as of February 11, 2005 (the "Guarantee and Collateral Agreement"), that certain Grant of Security Interest in Patent Rights, dated as March 11, 2005 (the "Grant of Security Interest in Patent Rights") and that certain Grant of Security Interest in Trademark Rights, dated as of March 11, 2005 (the "Grant of Security Interest in Trademark Rights"), pursuant to which Assignee assigned, pledged and granted to Assignor a security interest, in all of Assignee's right, title and interest in and to the Intellectual Property, including but not limited to the Patents and the Trademarks (as defined therein) (all such intellectual property, including but not limited to the intellectual property identified on Schedule I attached hereto, the "Released IP Collateral").

WHEREAS, the Grant of Security Interest in Patent Rights was recorded in the United States Patent and Trademark Office, including but not limited to, on March 29, 2005 at Reel/Frame 015829/0689.

WHEREAS, the Grant of Security Interest in Trademark Rights was recorded in the United States Patent and Trademark Office, including but not limited to, on March 29, 2005 at Reel/Frame 3054/0630.

WHEREAS, Assignor wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Released IP Collateral.

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

1. Authority of Assignor. Assignor acknowledges that it is authorized to execute this Termination and Release of Security Interest in Intellectual Property in its capacity as administrative agent in accordance with the Security Agreements.
2. Termination and Release. Assignor acknowledges the satisfaction and termination of the security interests granted under the Security Agreements and hereby

terminates the security interests granted under the Security Agreements and releases its entire estate, right, title and interest in the Released IP Collateral to Assignee and re-vests Assignee with full estate, right, title, and interest to the Released IP Collateral. Assignor acknowledges and agrees that, as a result of this Termination and Release of Security Interest in Intellectual Property, it has no further rights to or interest in the Released IP Collateral.

3. Further Assurances. Assignor hereby agrees, at Assignee's expense, to execute and deliver to Assignee such instruments and to take such other actions as Assignee may reasonably request to terminate Assignor's security interest in the Released IP Collateral, and otherwise to effectuate the release of the Released IP Collateral from Assignor's security interest.

4. Recordation. Assignor hereby authorizes and requests the governing body of the United States Patent and Trademark Office to record this termination and release of security interest in the Released IP Collateral.

5. Execution in Counterparts. This Termination and Release of Security Interest in Intellectual Property may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Governing Law. This Termination and Release of Security Interest in Intellectual Property and the rights and obligations of the parties under this Termination and Release of Security Interest in Intellectual Property shall be governed by, and construed in accordance with and governed by the laws of the state of New York.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date above first written.

UBS AG, Stamford Branch
as Assignor

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: David R. Iulio
Name: David R. Iulio
Title: Associate Director
Banking Products
Services, US

[Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 003633 FRAME: 0467

**SCHEDULE I TO TERMINATION AND RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

SEE ATTACHED.

U.S. Patent Registrations

<u>Patent</u>	<u>Patent Number</u>
Method of and apparatus for applying visual indication means to a surface	6,796,740
Electrically conductive flexible compositions, and materials and methods for making same	6,533,963
Reflective particles	4,983,458
Galvanically compatible conductive filler	5,175,056
Galvanically compatible conductive filler useful for electromagnetic shielding and corrosion protection	5,286,416
Galvanically compatible conductive filler and methods of making same	5,750,249
Galvanically compatible conductive filler and methods of making same	5,399,432
Retroreflective adherent particles and their use	6,153,671
Hollow glass spheres	5,217,928
Durable composite particle and method of making same	5,633,085
Durable polymeric deposits on inorganic material substrate	5,580,657
Electroconductive composition and methods of producing such composition	6,010,646
Electroconductive composition composite suitable for making same and methods for producing such composition and composite	6,241,914
Method for hazardous waste removal and neutralization	5,022,897
Hollow glass spheres	4,983,550
Method for making spherical particles	4,643,753
Nickel article plating system	4,857,233
Retroreflective materials and methods for their production and use	4,756,931
Apparatus for making spherical particles	4,749,398
Free-flowing catalyst coated beads for curing polyester resin	5,370,818
Method and apparatus for measuring retroreflectivity of a reflective layer on a surface	4,721,389

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ALERT	883,662
BALLOTINI	815,582
CATAPHOTE	368,247
CATAPHOTE	775,108
CONDUCT-O-FIL	1,312,905
GLAS-SHOT	696,211
GLAS-SHOT	802,502
LASERLUX	1,769,201
LUMINIGHT	2,803,713
LUXSIL	1,946,933
MICROBEADS	775,827
MICROBEADS	921,789
MICROBEADS	921,573
MICROBEADS	950,699
SPHERICEL	1,645,687
SPHERIGLASS	1,177,309
VISIBEAD	1,502,914
VISIGUN	1,903,374
BALLOTINI BLASTER	78/277,848
BALLOTINI BLASTER BEADS	78/277,827
GLASS FILL	78/395,780