## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	,	Execution Date	, ,,
The CIT Group/Business Credit, Inc.	FORMERLY The CIT Group/Credit Finance, Inc.	11/15/2007	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Decolam, Inc.
Street Address:	625 Five Chop Road
City:	Orangeburg
State/Country:	SOUTH CAROLINA
Postal Code:	29115
Entity Type:	CORPORATION: SOUTH CAROLINA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0924573	DECOLAM
Registration Number:	2134318	DESIGNWARE

### **CORRESPONDENCE DATA**

Fax Number: (503)294-2480

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

Phone: 503-294-9656

Email: rlbradfute@stoel.com

Correspondent Name: Gary W. Glisson, Stoel Rives LLP

Address Line 1: 900 SW Fifth Avenue

Suite 2600 Address Line 2:

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	26428-3
NAME OF SUBMITTER:	Rachel L. Bradfute - SR Paralegal
Signature:	/Rachel L. Bradfute/

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Date:	11/16/2007
Total Attachments: 3	
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## RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS ("Release") is made and effective as of the date indicated below and is granted by THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation located at 505 Fifth Avenue, New York, New York, 10017 (as successor by merger to THE CIT GROUP/CREDIT FINANCE, INC.) ("Releasor"), in favor of Decolam, Inc., a South Carolina corporation located at 625 Five Chop Road, Orangeburg, South Carolina 29115 ("Releasee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Patents, Trademarks and Licenses Security Agreement (as defined below).

WHEREAS, Releasee and Releasor entered into that certain Financing Agreement dated as of April 26, 1999 (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"); and

WHEREAS, pursuant to that certain Grant of Security Interest in Patents, Trademarks and Licenses Security Agreement, dated as of April 26, 1999, between Releasee and Releasor (the "Patents, Trademarks and Licenses Security Agreement"), to secure the payment of the Obligations of Releasee, Releasee granted to Releasor a security interest in and to, inter alia, (i) trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule A, (the "Trademarks"), attached hereto and made a part hereof, and any and all reissues and/or renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof; (ii) any license agreement in which Releasee is or becomes licensed to use trademarks owned by a third party; (iii) all goodwill of the Releasee's business connected with and symbolized by the Trademarks, and (iv) all cash and non-cash proceeds of the foregoing (collectively, and together with the related goodwill and Trademarks, the "Intellectual Property Collateral");

**WHEREAS**, the Patents, Trademarks and Licenses Security Agreement was recorded in the United States Patent and Trademark Office on July 15, 1999, at Reel 1929/Frame 0424; and

WHEREAS, the obligations due and owing to the Releasor under the Financing Agreement has been paid in full, and the Financing Agreement and the Patents, Trademarks and Licenses Security Agreement have each been terminated. Accordingly, Releasor has agreed to release and discharge fully its security interest in the Intellectual Property Collateral and assign, transfer, and grant all of its right, title and interest in the Intellectual Property Collateral to Releasee.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor hereby releases its security

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interest in the Intellectual Property Collateral and revests Releasee with full right, title. and interest in, to, and under the Intellectual Property Collateral.

- 1. Release. The Releasor, on behalf of itself and its successors, legal representatives and assigns, hereby terminates, fully discharges and releases in its entirety its security interest in and to the Intellectual Property Collateral. Releasor hereby reassigns any and all such right, title and interest that it may have in the Intellectual Property Collateral to Releasee.
- 2. Recordation. The Releasor hereby authorizes and requests the Commissioner for Trademarks of the United States to record this release of the security interest in the Intellectual Property Collateral.
- Further Assurance. The Releasor hereby agrees to, at the sole expense of the Releasee (such expense not to include time of Releasor personnel), duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under the rules of the US Patent and Trademark Office and Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary upon request by Releasee (or its assignees or designees) to effect the release of the security interest contemplated hereby and to confirm this Release and Releasee's (or its assignee's) right, title and interest in and to the Intellectual Property Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized and intended to be effective as of the 1st day of October, 2007.

(RELEASOR)

THE CIT GROUP/ BUSINESS CREDIT, INC. as successor by merger to The CIT Group/Credit Finance, Inc.

Name:

Title:

Date:

Chief convel & UP

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

Registrations:			
OWNER	REGISTRATION	COUNTRY	DESCRIPTION
	<u>NUMBER</u>		
Decolam, Inc.	924,573	U.S.A.	DECOLAM
Decolam, Inc.	2,134,318	U.S.A.	DESIGNWARE

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**RECORDED: 11/16/2007** 

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