

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Lien on Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		12/15/2010	National Association:

RECEIVING PARTY DATA

Name:	Mafco Worldwide Corporation
Street Address:	300 Jefferson Ave.
City:	Camden
State/Country:	NEW JERSEY
Postal Code:	08104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	0997652	MAFCO-MAGNASWEET
Registration Number:	2331742	MAGNASWEET
Registration Number:	0612290	MAFCO
Registration Number:	0856843	MAFCO
Registration Number:	1278230	RIGHT DRESS
Registration Number:	0084018	TRADE MARK
Registration Number:	0864099	MAFCO
Registration Number:	0764149	RIGHT DRESS
Registration Number:	0753781	SHIP BRAND
Registration Number:	0753608	SHIP BRAND
Registration Number:	0753563	SHIP BRAND
Registration Number:	1469567	MAG

CORRESPONDENCE DATA

900178960

TRADEMARK
 REEL: 004434 FRAME: 0920

CH \$315.00 0997652

Fax Number: (212)492-0603

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

Email: lsilber@paulweiss.com, aashville@paulweiss.com

Correspondent Name: Lindsay N. Silber

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	13821-014
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	12/16/2010

Total Attachments: 3

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RELEASE OF LIEN ON TRADEMARKS

This RELEASE OF LIEN ON TRADEMARKS (the "Release"), dated as of December **15**, 2010 is made by JP MORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") pursuant to the Credit Agreement referred to below in favor of MAFCO WORLDWIDE CORPORATION (the "Pledgor"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in or incorporated by reference into the Credit Agreement referred to below.

WHEREAS, the Pledgor is a party under that certain Credit Agreement, dated as of December 8, 2005 (as amended prior to the date hereof, the "Credit Agreement") by and among, among others, Pledgor, Bear Stearns Corporate Lending Inc., as syndication agent, Natexis Banques Populaires and National City Bank, as co-documentation agents, and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgor entered into a Notice of Grant of Security Interest in Trademarks, dated as of January 30, 2006 and recorded in the United States Patent and Trademark Office as of February 7, 2006 at Reel 3242, Frame 0426 (the "Security Agreement") pursuant to which the Pledgor granted to the Administrative Agent a security interest in and lien on all right, title and interest of the Pledgor in certain trademarks, including the trademarks and trademark applications set forth on Schedule I attached hereto (the "Released Trademarks") to secure the performance of certain obligations (the "Obligations");

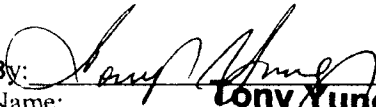
WHEREAS, the Obligations have now been satisfied, the Pledgor has requested that the Administrative Agent release any and all right, title and interest it and the other Secured Parties may have in the Released Trademarks pursuant to the Security Agreement, and the Administrative Agent has agreed to do so.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby release, relinquish and discharge its security interest in, to and under the Released Trademarks and all right, title and interest of the Pledgor in the Released Trademarks is hereby reassigned to the Pledgor.

The Administrative Agent shall provide the Pledgor, its successors and assigns, or their legal representatives, such information and assistance as the Pledgor may reasonably request (including, without limitation, execution and delivery of any documents as may be reasonably required) in connection with filing the appropriate documentation with the appropriate authority to perfect the release of the security interest on the Released Trademarks. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

JP MORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: **Tony Yung**
Title: **Vice President**

Signature Page to Release of Lien on Trademarks

SCHEDULE I
to
RELEASE OF LIEN ON TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Type/Status</u>
MAFCO-MAGNASWEET	0997652	11/5/1974	72/462129	7/5/1973	Renewed
MAGNASWEET and design	2331742	3/21/2000	75/605727	12/15/1998	Renewed
MAFCO and design	0612290	9/13/1955	71/676815	9/13/1955	Renewed
MAFCO and design	0856843	9/17/1968	72/291465	2/19/1968	Renewed
RIGHTDRESS	1278230	5/15/1984	73/368993	6/10/1982	Renewed
TRADE MARK and design	0084018	10/31/1911	71/056173	5/4/1911	Renewed
MAFCO and design	0864099	1/28/1969	72/291463	2/19/1968	Renewed
RIGHT DRESS and design	0764149	2/4/1964	72/163953	3/5/1963	Renewed
SHIP BRAND	0753781	7/30/1963	72/144623	5/15/1962	Renewed
SHIP BRAND	0753608	7/30/1963	72/144622	5/15/1962	Renewed
SHIP BRAND	0753563	7/30/1963	72/144621	5/15/1962	Renewed
MAG	1469567	12/22/1987	73/619470	9/12/1986	Renewed

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