

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 | Formerly | Execution Date | Entity Type |
| Citizens Bank of Pennsylvania | | 01/04/2012 | Financial Institution: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | First Quality Products, Inc. | | |
| Street Address: | 80 Cuttermill Road, Suite 500 | | |
| City: | Great Neck | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11021 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2278241 | TOTAL CARE | |
| Registration Number: | 1901447 | FIRST QUALITY | |
| Registration Number: | 2390759 | FIRST QUALITY | |
| Registration Number: | 1986312 | PREVAIL | |
| Registration Number: | 2390758 | PREVAIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)336-8001 | | |
| Phone: | 2123368000 | | |
| Email: | ptodocket@arelaw.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | AMSTER, ROTHSTEIN & EBENSTEIN LLP | | |
| Address Line 1: | 90 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10016 | | |
| ATTORNEY DOCKET NUMBER: | 34294-106 | | |

CH \$140.00 2278241

| | |
|--|-------------------|
| NAME OF SUBMITTER: | Jessica Capasso |
| Signature: | /Jessica Capasso/ |
| Date: | 02/03/2012 |
| Total Attachments: 2 source=Mellon - Signed TM Release#page1.tif source=Mellon - Signed TM Release#page2.tif | |

TRADEMARK RELEASE

TRADEMARK RELEASE, effective as of this 9th day of JANUARY, 2012, given by Citizens Bank of Pennsylvania (successor in interest to Mellon Bank, N.A.), as Collateral Agent ("Agent") to First Quality Products, Inc. ("Grantor"), as follows:

WITNESSETH

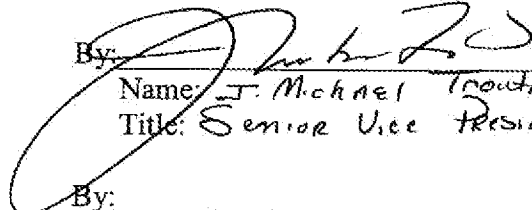
WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. Trademarks, trademark registrations and trademark applications more particularly set forth in Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the certain Security Agreement, dated as of December 18, 2000, between the Agent and the Grantor (the "Security Agreement")); and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor the security interest in the Trademarks set forth on Schedule A granted to Agent by the Grantor pursuant to the Security Agreement, which security was duly recorded on June 13, 2001, at Reel 2322, Frame 0631, and was corrected and rerecorded on February 22, 2005 at Reel 3033, Frame 0632, in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

MELLON BANK, N.A., as Collateral Agent

By: 
Name: J. Michael Troutman
Title: Senior Vice President
By: _____
Name:
Title:

SCHEDULE A

Trademarks

| <u>Mark</u> | <u>Reg. No.</u> | <u>Registration Date</u> |
|---------------|-----------------|--------------------------|
| TOTAL CARE | 2,278,241 | 9/14/1999 |
| FIRST QUALITY | 1,901,447 | 6/27/1995 |
| FIRST QUALITY | 2,390,759 | 10/3/2000 |
| PREVAIL | 1,986,312 | 7/9/1996 |
| PREVAIL | 2,390,758 | 10/3/2000 |