

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TD Bank, N.A.	FORMERLY TD Banknorth, N.A.	11/15/2012	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VanDeMark Chemical Inc.		
<b>Street Address:</b>	One North Transit Road		
<b>City:</b>	Lockport		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14094		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2972905	PTSI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kim Walker c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	117439.00004 KAW		
<b>NAME OF SUBMITTER:</b>	Kim A. Walker		
<b>Signature:</b>	/kaw-907/		
<b>Date:</b>	11/15/2012		

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**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release") dated as of November 15, 2012 by TD BANK, N.A. (successor in interest to TD Banknorth, N.A.), a national banking association (the "Bank"), in favor of VANDEMARK CHEMICAL INC., formerly known as Isochem Inc., a New York corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Loan and Security Agreement, dated as of June 15, 2007, made by and between the Bank and the Obligor (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Obligor granted to the Bank a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Loan Agreement, the Obligor executed that certain Trademark Collateral Assignment and Security Agreement, dated as of June 15, 2007, in favor of the Bank (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 12, 2007 at Reel 3579/Frame 0687;

WHEREAS, the Obligor has requested that the Bank: (a) terminate and release the liens and interests of the Bank in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office.

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Bank's Security Interest in the Trademark Collateral, and the parties seek to make record of the Bank's release to the Obligor of any and all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to the following, whether now owned or hereafter acquired by the Obligor, wherever located, and whether now or hereafter existing or arising, in:

(a) all trademarks and trademark registrations and applications, whether United States or foreign, including, without limitation: the trademarks and trademark registrations and applications listed on Schedule

A hereto; the trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise; all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; and the right (but not the obligation) to make and prosecute applications therefor (the "Trademarks");

(b) any and all past, present or future rights and interests of the Obligor pursuant to any and all past, present and future licensing agreements in favor of the Obligor, or to which the Obligor is a party, pertaining to any Trademarks, including the right in the name of the Obligor or the Bank to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement; and

(c) any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state, or foreign Trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Obligor or the Bank for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

2. Release of Security Interest. The Bank hereby terminates, discharges and releases to the Obligor the Security Interest in the Trademark Collateral, and any right, title or interest of the Bank in such Trademark Collateral granted pursuant to the Loan Agreement and Trademark Security Agreement shall hereby cease and become void.

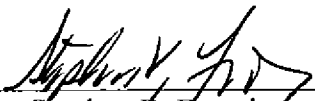
3. Further Assurances. The Bank hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the Connecticut.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release by its duly authorized officer as of the date first above written.

**TD BANK, N.A.**

By:   
Name: Stephen B. Francis  
Title: Vice President

**SCHEDULE A**

**Trademarks**

**Registration No.**

PTSI and Design

2,972,905