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TRADEMAF



3 SHEET

100792144

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name and Address of conveying party(ies):
CIT Group/Business Credit, Inc.
270 Park Avenue
Ridgefield Park, NJ 07660
Corporation of New York

2. Name and Address of receiving party(ies):
Alford Industries, Inc.
Box 300
Industrial Avenue
Ridgefield Park, NJ
07660
Corporation of New Jersey

Additional names(s) of conveying party(ies) attached? NO

3. Nature of conveyance:
Release of Security Interest
Execution Date: March 15, 1990

If assignee is not domiciled in the United States, a domestic representative designation is attached:
No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? NO

4. A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,649,216
(corresponds to Ser. No. 768,253, filed 12/6/88)

Additional numbers attached?

5. Name and address of party to whom correspondence concerning document should be mailed:
OSTROLENK, FABER, GERB & SOFFEN, LLP
1180 Avenue of the Americas
New York, New York 10036-8403

6. Total number of documents involved: one
7 Total fee (37 CFR 3.41): \$ 40.00
Enclosed as part of Check No. 5970

In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.

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DO NOT USE THIS SPACE

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8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen A. Soffen
Name of Person Signing

Signature

August 11, 1998
Date

Total number of pages including cover sheet, attachments, and document: eight

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (this "Agreement"), dated as of March 15, 1990, is by and between ALFORD INDUSTRIES, INC., a New Jersey corporation ("Alford") and THE CIT GROUP/BUSINESS CREDIT, INC. ("CIT").

W I T N E S S E T H

WHEREAS, Alford and CIT are party to that certain Trademark Assignment and Security Agreement, and that certain Patent Assignment and Security Agreement, each dated April 20, 1989 (the "CIT Agreements") (capitalized terms used, but not otherwise defined herein shall have the meanings assigned thereto in the CIT Agreement);

WHEREAS, pursuant to the CIT Agreement, Alford has granted a security interest to CIT (the "Security Interest") in all of the patents, trademarks, tradenames and service marks described on Schedule A attached hereto and made a part hereof (such patents and trademarks being referred to herein as the "Intellectual Property");

WHEREAS, Alford and its affiliates are party to a series of related transactions pursuant to which the obligations of Alford under the CIT Agreements to CIT are to be paid in full with the proceeds of loans to be made to Alford under that certain Secured Credit Agreement, dated an even date herewith, by and between Alford and Household Commercial Financial Services, Inc.;

WHEREAS, pursuant to the CIT Agreements, CIT is to release its Security Interest in the Intellectual Property when the obligations of Alford under the CIT Agreement are paid in full;

WHEREAS, the parties hereto wish to provide for such release of the Security Interest in the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. Release. CIT hereby releases and discharges its Security Interest and acknowledges it to be of no further force and effect.
2. Filings with Appropriate Government Offices. The parties hereto acknowledge that Alford may record manually signed copies of this Agreement in the United States Patent and Trademark Office or any similar office or agency of the United States, any State or other political subdivision thereof or any other country or political subdivision thereof in order to evidence the release

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REEL 5270 FRAME 992

of CIT's Security Interest in the Intellectual Property, and CIT agrees to provide Alford with as many manually signed copies of this Agreement, in form suitable for such recording, as may be reasonably necessary to accomplish the foregoing.

3. Counterparts. This Agreement may be executed by the parties hereto in counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

THE CIT GROUP/BUSINESS
CREDIT, INC.

By: *James Conhooney*
Name Printed: JAMES CONHOONEY
Its: Assistant Vice-President

ALFORD INDUSTRIES, INC.

By: _____
Name Printed: _____
Its: _____

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of CIT's Security Interest in the Intellectual Property, and CIT agrees to provide Alford with as many manually signed copies of this Agreement, in form suitable for such recording, as may be reasonably necessary to accomplish the foregoing.

3. Counterparts. This Agreement may be executed by the parties hereto in counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

THE CIT GROUP/BUSINESS
CREDIT, INC.

By: _____
Name Printed: _____
Its: _____

ALFORD INDUSTRIES, INC.

By: 
Name Printed: Michael R. Wezel
Its: Vice President

REEL 5270 FRAME 94

STATE OF N.Y.)
COUNTY OF N.Y.) SS.

I, James Robert Heed, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that James Conhaery personally known to me to be a Ass't Vice Pres. of The Citigroup Business Club, a New York corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as AVP of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of March, 1996

James Robert Heed
Notary Public

My Commission Expires:

JAMES ROBERT HEED
NOTARY PUBLIC, State of New York
No. 30-4707864
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1997

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STATE OF NEW JERSEY)
)
COUNTY OF BERGEN) SS.

I, Janet A. Pincus, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Michael R. Wezel personally known to me to be a Vice President of Alford Industries Inc., a New Jersey corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as Vice President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of March, 1990.

Janet A. Pincus
Notary Public

My Commission Expires:

JANET A. PINCUS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 15, 1993

REEL 5270 FRAME 996

SCHEDULE TO ASSIGNMENT AND SECURITY AGREEMENT

between

ALFORD INDUSTRIES INC.

and

THE CIT GROUP/BUSINESS CREDIT, INC.

U.S.
Patents

<u>Name</u>	<u>Registration #</u>	<u>Registration Date</u>
Cosmetic Sampler	4,751,934	6/21/88
Treatment of Foil Laminated Paperboard	4,481,876	11/13/84
Hinged Lid Container with Finished Edges	4,447,003	5/08/84
Plasticized PVC Blanks and Cartons	4,176,147	11/27/79
Paperboard Container	3,638,850	2/01/72

Pending Patent Applications

<u>Name</u>	<u>Serial No.</u>	<u>Filing Date</u>
Stacked Unit Dose Cosmetic Sampler	199,175	5/26/88
Method of Making a Cosmetic Sampler	306,394	2/06/89
Foldable Ashtray	299,454	1/18/89

REEL 5270 FRAME 997

SCHEDULE TO ASSIGNMENT AND SECURITY AGREEMENT

between

ALFORD INDUSTRIES INC.

and

THE CIT GROUP/BUSINESS CREDIT, INC.

U.S.
Trade Marks

<u>Name</u>	<u>Registration #</u>	<u>Registration Date</u>
AI Logo	1,134,143	4/29/80
Design of a Torch	1,276,572	5/01/84
Meta Sheen	1,202,311	7/20/82

<u>Pending Trademarks</u>		
<u>Name</u>	<u>Serial No.</u>	<u>Filing Date</u>
Color Prelude	768,253	12/06/88

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RECORDED
PATENT AND TRADEMARK
OFFICE

MAR 28 1990