

10-22-1998

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 10-16-98

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Tab settings

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

1. Name of conveying party(ies):

Mellon Bank, N.A.
610 West Germantown Pike, Suite 200
Plymouth Meeting, PA 19462

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Namico, Inc.

Internal Address: _____

Street Address: 4601 Flat Rock Road

City: Philadelphia State: PA ZIP: 19127

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Pennsylvania
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 7/1/98

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

10/21/1998 SBURNS 00000070 020755 890322

01 FC:481 40.00 CH
02 FC:482 250.00 CH

Additional numbers attached? Yes No

B. Trademark registration No.(s)

- | | | |
|--------------|--------------|---------------|
| 1) 890,322 | 4) 1,087,199 | 8) 1,245,706 |
| 2) 1,000,899 | 5) 1,153,584 | 9) 1,674,731 |
| 3) 1,034,596 | 6) 1,199,239 | 10) 1,679,797 |
| | 7) 1,217,196 | 11) 1,922,798 |

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jamie Bischoff

Internal Address: Ballard Spahr Andrews & Ingersoll, LLP

Street Address: 1735 Market Street, 51st Floor

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41):..... \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

#02-0755

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Jamie B. Bischoff
Name of Person Signing

Signature

10/13/98
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1802 FRAME: 0344

TERMINATION AGREEMENT

This TERMINATION AGREEMENT made as of the 1st day of July, 1998 by and between MELLON BANK, N.A., a national banking association with an address at 610 West Germantown Pike, Suite 200, Plymouth Meeting, PA 19462 ("Bank"), and NAMICO, INC., a Pennsylvania corporation with an address at 4601 Flat Rock Road, Philadelphia, PA 19127 ("Borrower").

WITNESSETH:

WHEREAS, Bank and Borrower have entered into a Loan and Security Agreement dated June 26, 1995 (as amended to the date hereof, the "Loan Agreement") pursuant to which Bank extended certain credit facilities to Borrower; and

WHEREAS, Borrower and Bank have entered into an Assignment of Rents and Leases dated as of June 26, 1995 (the "Rents Assignment") securing Borrower's indebtedness to Bank pursuant to the Loan Agreement; and

WHEREAS, Borrower has executed a Collateral Assignment of Rights dated June 26, 1995 (the "Rights Assignment") in favor of Bank securing Borrower's indebtedness to Bank pursuant to the Loan Agreement; and

WHEREAS, Borrower and Bank have entered into a Collateral Assignment of Patents, Trademarks, Licenses and Copyrights dated as of June 26, 1995 (the "Patents Assignment") and recorded on July 10, 1995 in the records of the United States Patent and Trademark Office (the "USPTO") at Reel 1371/Frame 567, securing Borrower's indebtedness to Bank pursuant to the Loan Agreement; and

WHEREAS, on July 1, 1998, Borrower repaid to Bank all obligations of Borrower under the Loan Agreement, other than certain potential obligations of Borrower under letters of credit which have been separately collateralized; and

WHEREAS, in connection with such payoff, Bank has terminated all collateral liens held to secure such obligations and has agreed, among other things, to execute this Termination Agreement to evidence the release of such liens.

NOW, THEREFORE, in consideration of the foregoing provisions and of other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto covenant and agree as follows:

The Rents Assignment, the Rights Assignment and the Patents Assignment are hereby terminated and rendered null and void by the agreement of the parties hereto and shall hereafter have no further force and effect, and the record thereof in the USPTO may be marked accordingly at the direction and expense of Borrower.

IN WITNESS WHEREOF, the parties hereto have caused this termination Agreement to be executed as of the day and year first above written.

Attest: Virginia E. Alquist

MELLON BANK, N.A.

By: L. Brickley
Liam Brickley
Vice President

Attest: [Signature]

NAMICO, INC.

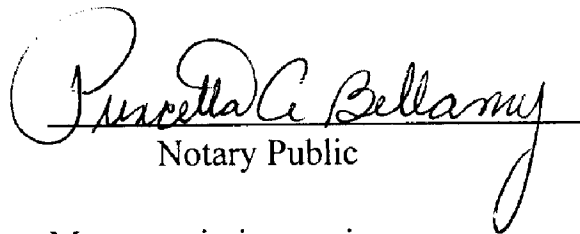
By: Robert M. McAlaine
Robert M. McAlaine
President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

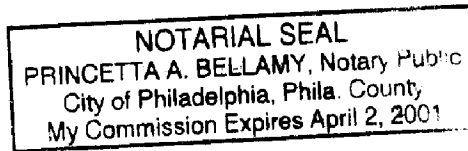
On this 17th day of July, 1998, before me, the undersigned officer, personally appeared Liam Brickley, who acknowledged himself to be a Vice President of Mellon Bank, N.A., a national banking association, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said association by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]


Notary Public

My commission expires:

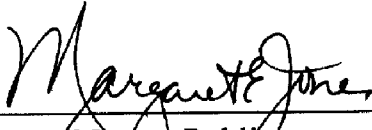


COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF Philadelphia :

On this 17th day of July, 1998, before me, the undersigned officer, personally appeared Robert M. McAlaine, who acknowledged himself to be the President of Namico, Inc., a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]



Notary Public

My commission expires:

<p>NOTARIAL SEAL MARGARET E. JONES, Notary Public City of Philadelphia, Phila. County My Commission Expires June 21, 1999</p>

EXHIBIT "A"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT
AND TO TERMINATION
AGREEMENT**

Patents

Applications

**ABRASIVE-CONTAINING SURFACE - Finish Coating Composition
Serial No. 08/-255,782**

EXHIBIT "B"**TO****ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT
AND TO TERMINATION
AGREEMENT****Trademarks**

	<u>MARK</u>	<u>REG. NO</u>	<u>REG. DT.</u>	<u>SERIAL NO.</u>
1.	Carpet & Upholstery Spot Remover (and Design)	1,000,899	Jan. 7, 1975	73-008,719
2.	Carpet Icing	1,922,798	Sept. 26, 1995	74-473,416
3.	Nature's Orange	1,679,797	March 17, 1992	74-097,212
4.	Orange-All (Stylized Letters)	1,674,731	Feb. 11, 1992	73-830,440
5.	Solar System (and Design)	1,245,706	July 19, 1983	73-294,154
6.	Trewax (and Design)	1,199,239	June 29, 1982	73-269,874
7.	Trewax	1,217,196	Nov. 23, 1982	73-269,875
8.	Chem Mist (and Design)	1,034,596	March 2, 1976	73-036,513
9.	Trewax (and Design)	1,087,199	March 14, 1978	73-125,112
10.	Perform	1,153,584	May 12, 1981	73-233,966
11.	Perform	890,322	May 5, 1970	72-266,780