

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

The CIT Group/Business Credit, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____ New York
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination, Release and Reassignment of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: November 12, 2003

2. Name and address of receiving party(ies)

Name: AFA Products, Inc.

Internal

Address: _____

Street Address: 950 Third Avenue

City: New York State: NY Zip: 10022

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

see attached schedule

Additional number(s) attached Yes No

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

Name: David Postolski, Docket Supervisor

Internal Address: Schulte, Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

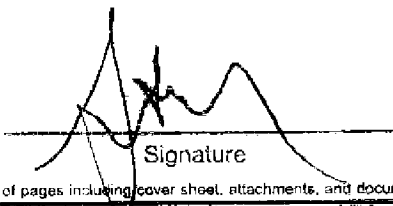
500675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Santo Manna

Name of Person Signing



Signature

11/21/03

Date

3

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$315.00 500675 2063559

EXHIBIT A
U.S. TRADEMARKS

Mark	Registration No.	Registration Date
ECOSPRAYER	2,063,559	5/20/97
AFA and Design	1,683,819	4/21/92
AFA	1,682,985	4/14/92
AFA	1,644,982	5/21/91
Miscellaneous Design	1,666,455	12/3/91
Miscellaneous Design	1,670,981	1/7/92
Miscellaneous Design	1,670,980	1/7/92
AFA and Design	1,623,325	11/20/90
Miscellaneous Design	1,640,249	4/9/91
Miscellaneous Design	1,637,413	3/12/91
Miscellaneous Design	1,634,662	2/12/91
FOGMASTER TRI-JET	1,410,213	9/23/86

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Agreement is dated as of November 12, 2003 and is executed in favor of AFA Products, Inc., a Delaware corporation (the "Borrower") by The CIT Group/Business Credit, Inc., individually and as agent for the Lenders, as hereinafter defined (the "Secured Party").

WHEREAS, the Borrower, its affiliate Continental Sprayers International, Inc., their parent. ContinentalAfa Dispensing Company, f/k/a Indesco International, Inc., various financial institutions, as lenders (the "Lenders") and the Secured Party, entered into that certain Financing Agreement, dated as of March 15, 2002, as amended from time to time (the "Financing Agreement"), pursuant to which the Lenders extended credit to the Borrower, and

WHEREAS, the Borrower has requested that the Secured Party terminate, release and reassign its security interest in the Trademark Collateral (as defined below) in connection with the termination of the Financing Agreement and the payment in full of all obligations thereunder:

NOW, THEREFORE, the Secured Party hereby terminates, releases and reassigns to the Borrower its lien on and security interest in the following (collectively the "Trademark Collateral"), whether such lien and security interest is granted pursuant to the Financing Agreement or any other agreement or document:

1 all trademarks, trademark applications, and trademark registrations, all whether now or hereafter owned by the Borrower, and all goodwill appurtenant to, associated with or symbolized by any of the foregoing; and

2 without limiting the scope of the foregoing, those trademarks and related applications and registrations listed on Exhibit A attached hereto.

The Secured Party further agrees to execute and deliver to the Borrower any and all further documents or instruments and do any and all further acts, in each case at the Borrower's cost and expense, which the Borrower (or its agent or any of its designees) may reasonably request, in order to confirm this Agreement and the release by the Secured Party of its lien on and security interest in the Trademark Collateral, and the reassignment by the Secured Party to the Borrower of all of the Secured Party's right, title and interest in and to the Trademark Collateral.

IN WITNESS WHEREOF, the Secured Party has executed this Agreement as of the date first above written

THE CIT GROUP/
BUSINESS CREDIT, INC., individually
and as Agent for the Lenders

By: [Signature]
Name:
Title: