

09-11-2003



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Form PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECORDATION TRADEM.

DEPARTMENT OF COMMERCE 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):

Glorion Corporation
366 North Broadway
Jericho, NY 11753

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

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

2. Name and address of receiving party(ies)

Name: **Lebanon Chemical Corporation**

Internal Address: _____

Street Address: **1600 East Cumberland Street**

City: **Lebanon** State: **PA** Zip: **17042**

- 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
- Merger
- Security Agreement
- Change of Name
- Other **Termination of Security Agreement**

Execution Date: **6/10/2003**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2254896, 1196097, 1760848, 1760847, 1604225**

Additional number(s) attached Yes No

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

Name: **John A. Harenza, Esquire**

Internal Address: _____

Stevens & Lee, P. C.

Street Address: **111 North Sixth Street**

P. O. Box 679

City: **Reading** State: **PA** Zip: **19603**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41).....\$ **140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

John A. Harenza, Esquire

Name of Person Signing

Signature

Aug. 25, 2003

Date

Total number of pages including cover sheet, attachments, and document: **6**

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

09/10/2003 ECOOPER 00000206 2254896

01 FC:0521
02 FC:0522

40.00 OP
100.00 OP

TRADEMARK
REEL: 002821 FRAME: 0035

TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Termination") made as of the 10th day of ~~April~~^{July}, 2003, by and between LEBANON CHEMICAL CORPORATION, a Pennsylvania corporation ("Lebanon"), and GLORION CORPORATION, a New York corporation ("Glorion").

BACKGROUND

A. Glorion is the owner of certain trademarks, including certain registered trademarks and trademark applications as reflected on the records of the United States Patent and Trademark Office and all as more fully described on Schedule "A" attached hereto and made a part hereof (collectively, the "Trademarks").

B. Pursuant to a Trademark Security Agreement dated as of August 7, 2000 (the "Security Agreement"), Glorion granted to Lebanon a lien on, and security interest in, the Trademarks as security for the repayment of certain indebtedness of Glorion to Lebanon evidenced by (1) a Promissory Note dated October 31, 1999 executed by Glorion in favor of Lebanon in the original principal amount of Five Hundred Three Thousand Two Hundred Forty-Nine Dollars and Twenty-Eight Cents (\$503,249.28) and (2) a Promissory Note dated August 7, 2000 executed by Glorion in favor of Lebanon in the original principal amount of Three Hundred Fifty-Five Thousand Nine Hundred Seventy-Four Dollars and Thirty-Four Cents (\$355,974.34) (collectively, the "Notes").

C. The Security Agreement was recorded with the United States Patent and Trademark Office on January 24, 2001, at Reel 002227, Page 0896.

D. Glorion is unable to pay its outstanding obligations to Lebanon under the Notes, and Glorion and Lebanon have entered into an Agreement Regarding Surrender and Acceptance of Collateral in Satisfaction of Secured Indebtedness dated as of the date hereof (the "Surrender and Acceptance Agreement") pursuant to which, among other things, Glorion has agreed to surrender and absolutely assign the Trademarks to Lebanon in complete satisfaction of the obligations of Glorion to Lebanon under the Notes pursuant to Section 9620 and 9622 of Revised Article 9 of the Pennsylvania Uniform Commercial Code.

E. Accordingly, in consideration of the surrender and absolute assignment of the Trademarks by Glorion to Lebanon pursuant to the Surrender and Acceptance Agreement, Lebanon and Glorion have agreed to (i) terminate the Security Agreement on the terms and conditions set forth in this Termination and (ii) simultaneously record an absolute assignment of the Trademarks to Lebanon.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lebanon and Glorion, each intending to be legally bound, hereby covenant and agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Termination as if set forth in their entirety in this Section 1.

2. Termination. The Security Agreement and any document or instrument further evidencing Lebanon's lien on, and security interest in, the Trademarks, and all rights, duties and obligations of Lebanon and Glorion thereunder, are hereby terminated, effective immediately after the absolute assignment of Trademarks from Glorion to Lebanon delivered pursuant to the Surrender and Acceptance Agreement is accepted by the U.S. Patent and Trademark Office for recording.

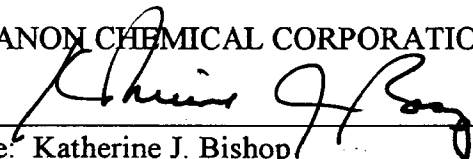
3. Further Actions. From time to time after the date hereof, and without further consideration, Glorion shall, at Lebanon's sole cost and expense, promptly take such actions and execute and deliver such documents and instruments as Lebanon or its counsel may reasonably request in order to terminate Lebanon's lien on, and security interest in, the Trademarks.

4. Counterparts. This Termination may be executed in any number of counterparts and by different parties hereto on separate signature pages, with the same effect as if all the signatures thereto and hereto were upon the same instrument, but all such counterparts taken together shall constitute one and the same document.


5. Successors, Etc. This Termination, and all of the terms, covenants and provisions hereof, shall inure to the benefit of, and be binding upon, Lebanon and Glorion and their respective successors and assigns.

IN WITNESS WHEREOF, Lebanon and Glorion have caused this Termination to be duly executed and delivered as of the day and year first above written.

LEBANON CHEMICAL CORPORATION

By: 
Name: Katherine J. Bishop
Title: President

GLORION CORPORATION

By: 
Name: Irving Feinman
Title: President

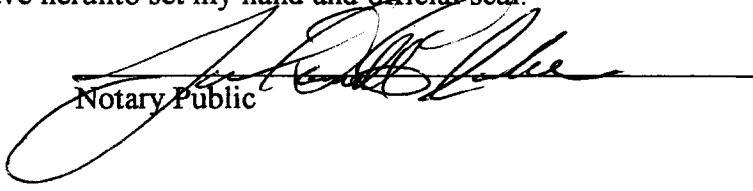
STATE OF NEW YORK

COUNTY OF NASSAU

:
: ss.
:

On this ~~10th~~^{June} day of ~~April~~, 2003, before me, a notary public, the undersigned officer, personally appeared Irving Feinman, who acknowledged himself to be the President of GLORION CORPORATION, a New York 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 the corporation by himself as such officer.

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

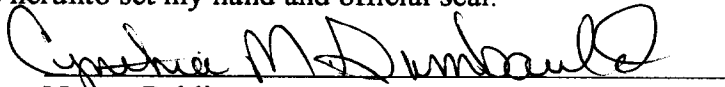

Notary Public

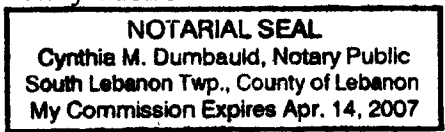
LANCE DARNELL CLARKE
NOTARY PUBLIC, State of New York
No. 30-4692338
Qualified in Nassau County
Commission Expires July 31, 2005

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LEBANON :

On this 20 day of ^{June}~~April~~, 2003, before me, a notary public, the undersigned officer, personally appeared Katherine J. Bishop, who acknowledged herself to be the President of LEBANON CHEMICAL CORPORATION, a Pennsylvania corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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


Notary Public



SCHEDULE "A"

LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

SCHEDULE A

<u>Trademark/ Service Mark Trade Name</u>	<u>Registration No. or Serial No. if an Application s Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>
1. GLORION design plus words	2254896	USA	2 June 1999	N/A
2. Weed Stop	1196097	USA	25 May 1982	N/A
3. Super Turf Grow	1760848	USA	30 March 1993	N/A
4. Super Turf Grow Plus	1760847	USA	30 March 1993	N/A
5. Amerigrow	1604225	USA	3 July 1990	N/A