

09-17-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

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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): 9-15-03 Bank of America, N.A. (formerly known as Nationsbank, N.A.) [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other National Association

2. Name and Address of receiving party(ies) Name: Sun Coast Industries, Inc. Internal Address: Street Address: 500 New Holland Avenue City: Lancaster State: PA Zip: 17602 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] 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 [X] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Termination and Release of Security Interest Execution Date: August 13, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) N/A B. Trademark Registration No.(s) See Attached Additional number(s) attached [X] Yes [] No

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41) \$ 365.00 [X] Enclosed [X] Authorized to be charged to deposit account 8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Intellectual Property Docketing Internal Address: SHEARMAN & STERLING Street Address: 599 Lexington Avenue City: New York State: NY Zip: 10022

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. Warren L. Nachlis Name of Person Signing [Signature] Signature September 10, 2003 Date

Total number of pages including cover sheet, attachments, and document: 10

09/16/2003 DBYRNE 00000206 1998273 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 01 FC:8521 40.00 OP 02 FC:8522 325.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Registration Numbers

1,998,270	1,998,273	1,999,997	2,036,718	2,028,445
1,998,271	1,999,995	2,001,518	2,075,025	2,078,444
1,998,272	1,999,996	2,019,076	2,018,999	

NO ADDITIONAL PAGES

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS is entered into as of August 13, 2003 by and between BANK OF AMERICA, N.A. (formerly known as NATIONSBANK, N.A.) ("Collateral Agent"), as Administrative Agent under that certain Amended and Restated Credit Agreement dated as of March 12, 1999 (the "Credit Agreement"), and SUN COAST INDUSTRIES, INC. ("Debtor").

WITNESSETH:

WHEREAS, Debtor and Collateral Agent are parties to that certain Pledge and Security Agreement dated as of March 12, 1999 (the "Pledge and Security Agreement") and that certain Trademark Security Agreement dated as of March 12, 1999 (the "Trademark Security Agreement") and, together with the Pledge and Security Agreement and the Credit Agreement, the "Security Agreements";

WHEREAS pursuant to the Security Agreements, Debtor granted Collateral Agent a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, those certain trademarks, registered trademarks and trademark applications set forth in Schedule A (collectively, the "Trademarks"), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on July 26, 1999 at Reel 001936; Frame 0230; and

WHEREAS, Debtor has satisfied its obligations under the Security Agreements and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances respecting the Trademarks and restore all right, title and interest in and to the Trademarks to Debtor.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest in Trademarks, the Collateral Agent and Debtor hereby agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances respecting the Trademarks and hereby releases, discharges, quitclaims and relinquishes unto Debtor any and all right, title and interest in, to and under the Trademarks, including, without limitation, all registrations, applications, recording and common law rights thereto; all renewals thereof; all income, license royalties, damages and payments now or hereafter due and/or payable with respect thereto; the right to sue for past, present and future infringement thereof; all rights corresponding thereto throughout the world; and the goodwill of Debtor's business connected with and symbolized by the foregoing.
2. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other applicable foreign authorities to record this release.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and do any other acts as may be reasonably necessary from time to time to effectuate and carry out the provisions and intent of this Termination and Release of Security Interest in Trademarks.

4. This Termination and Release of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent and Debtor have caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**BANK OF AMERICA, N.A.,
(formerly known as NationsBank,
N.A.)**

By: 

Name: Harry Gordon

Title: Principal

SUN COAST INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Collateral Agent and Debtor have caused this Termination and Release of Security Interest in Patents to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**BANK OF AMERICA, N.A.,
(formerly known as NationsBank,
N.A.)**

By: _____

Name: _____

Title: _____

SUN COAST INDUSTRIES, INC.

By: *Lawrence C. Caldwell*

Name: _____

Title: _____

Schedule A

Trademarks Owned by Sun Coast Industries, Inc.

<u>Mark</u>	<u>Reg. #</u>	<u>Registration Date</u>
SUN COAST & Design	1,998,270	September 3, 1996
SUN COAST & Design	1,998,271	September 3, 1996
SUN COAST & Design	1,998,272	September 3, 1996
SUN COAST & Design	1,998,273	September 3, 1996
SUN COAST	1,999,995	September 10, 1996
SUN COAST	1,999,996	September 10, 1996
SUN COAST	1,999,997	September 10, 1996
SUN COAST	2,001,518	September 17, 1996
SUN COAST	2,019,076	November 26, 1996
SUN COAST	2,036,718	February 11, 1997
SUN COAST	2,075,025	July 1, 1997
SUN COAST & Design	2,018,999	November 26, 1996
SUN COAST & Design	2,028,445	January 7, 1997
SUN COAST & Design	2,078,444	July 15, 1997