

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademark Rights (Previously Recorded at Reel 2831 Frame 0109)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Administrative Agent		07/29/2004	New York banking corporation:

## RECEIVING PARTY DATA

Name:	AlphaGary Corporation
Street Address:	170 Pioneer Drive
City:	Leominster
State/Country:	MASSACHUSETTS
Postal Code:	01453
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2092536	SMOKEGUARD

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: Robyn Rahbar, Esq.

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ATTORNEY DOCKET NUMBER:

051200/0405

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 29, 2004, from JP Morgan Chase Bank, a New York banking corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to AlphaGary Corporation (the "Relevant Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee, dated as of July 23, 2003, made by the Grantors (as defined therein) in favor of the Agent (the "Guarantee"), a security interest (the "Security Interest") was granted by the Grantors, including the Relevant Grantor, to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Security Agreement dated as of July 23, 2003, among the Agent and the Grantors (the "Security Agreement"), the Grantors, by reference to the Guarantee, reaffirmed their intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on July 31, 2003.

WHEREAS, pursuant to Section 4.1(b) of the Security Agreement, a Supplement No. 1 (the "Supplement") was filed with respect to additional intellectual property collateral acquired by the Relevant Grantor after the date of the Credit Agreement, and wherein the Security Interest granted by the Grantors in the Security Agreement was supplemented by the Trademarks set forth in the Supplement (the "Supplemental Trademark Collateral");

WHEREAS, the Supplement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 25, 2003, at Reel 2831 and Frame 0109; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Supplemental Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Supplemental Trademark Collateral pursuant to the Guarantee, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks. The term "Trademarks" shall have the meaning provided by reference in the Guarantee and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Supplemental Trademark Collateral (listed on Schedule A hereto), and any right, title or interest of the Agent in such Supplemental Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

J.P. MORGAN CHASE BANK

By:   
Name: \_\_\_\_\_  
Title: **PETER A. DEDOUSIS**  
**MANAGING DIRECTOR**

STATE OF New York )  
COUNTY OF New York )

SS.:

On this <sup>th</sup> 29 day of July, 2004, before me personally appeared Peter Dedous to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of J.P. MORGAN CHASE BANK, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by J.P. MORGAN CHASE BANK.

Edeline C. Adderley  
Notary Public

(Affix Seal Below)

**EDELINE C. ADDERLEY**  
Notary Public, State of New York  
No. 01AD079940 Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires September 3, 2006

Schedule A

**Registered Owner/Grantor**

AlphaGary Corporation

**Trademark**

Smokeguard

**Registration No.**

2092536