

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): JP Morgan Chase Bank, Administrative Agent fka The Chase Manhattan Bank</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>New York</u></p> <p>Execution Date(s) <u>September 17, 2004</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Lien</u></p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>OMS Investments, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>1411 Scottslawn Rd.</u> City: <u>Marysville</u> State: <u>Ohio</u> Country: <u>USA</u> Zip: <u>43041</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>830863 998042</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Judith L. Marsh, Esq.</u> Internal Address: <u>Vorys, Sater, Seymour and Pease LLP</u> Street Address: <u>52 E. Gay Street</u> <u>P.O. Box 1008</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43216-1008</u> Phone Number: <u>614/464-5494</u> Fax Number: <u>614/719-5144</u> Email Address: <u>jmarsh@vssp.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>B. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>22-0585</u> Authorized User Name <u>Cory M. Amron</u></p>
<p>9. Signature: <u>Judith L. Marsh</u> <u>9/24/04</u> Signature Date</p> <p><u>Judith L. Marsh</u> Total number of pages including cover sheet, attachments, and document: 4 Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This Partial Release of Trademark Security Agreement is dated as of September 17, 2004, by JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank ("Bank").

WHEREAS, the Bank and OMS Investments, Inc. ("Borrower") are parties to a Guarantee and Collateral Agreement, dated December 4, 1998 ("Original Collateral Agreement"), as modified by a Acknowledgement and Confirmation of Guarantee and Collateral Agreement, dated October 22, 2003 (collectively with the Original Collateral Agreement, the "Collateral Agreement"), and a Credit Agreement, dated as of December 4, 1998 ("Original Credit Agreement"), as amended and restated by a Amended and Restated Credit Agreement, dated October 22, 2003 (collectively with the Original Credit Agreement, the "Credit Agreement") (the Collateral Agreement and the Credit Agreement, as each may be amended, restated, modified or supplemented from time to time, collectively, the "Collateral Documents"), which Original Collateral Agreement and Original Credit Agreement were recorded with the U.S. Patent and Trademark Office on February 22, 1999; and

WHEREAS, the Collateral Documents granted, assigned and conveyed to Bank as security interest in Borrower's right, title and interest in and to all of Borrower's U.S. trademark applications and registrations as of the effective date of the Collateral Documents, substantiated by all of its owned or existing and filed and acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade name or trademark and service mark applications, and including without limitation, the two federal trademark registrations listed on Schedule A, attached hereto and made a part hereof and together in each case with the goodwill of the Borrower's business connected with the use of and symbolized by, the collateral ("Trademarks"); and

WHEREAS, Borrower intends to sell the Trademarks in a sale authorized by the Collateral Documents; and

WHEREAS, Borrower has requested that Bank release and terminate its security interest with respect to the Trademarks for purposes of allowing Borrower to transfer title to such Trademarks free and clear of such security interest and Bank has agreed to do the same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. Bank hereby releases and terminates its security interest and liens in the trademark collateral set forth in the Collateral Documents with respect only to the Trademarks set forth on the attached Schedule A. Bank further agrees to approve, execute and deliver to Borrower such other documents as Borrower shall reasonably request to evidence such termination, including without limitation, UCC-3 amendment filing(s) to release the Trademarks from any UCC financing statements applicable thereto.

IN WITNESS WHEREOF, Bank has caused this Partial Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK

By: [Signature]

Name: RANDOLPH CATES

Title: VICE PRESIDENT

STATE OF NEW YORK)
COUNTY OF New York) SS:

The foregoing Partial Release of Trademark Security Agreement was executed and acknowledged before me on this 17th day of September, 2004, by RANDOLPH CATES, personally known to me to be the VICE PRESIDENT of JPMorgan Chase Bank, on behalf of such bank.

[Signature]
Notary Public

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-011A4638331
Qualified in New York County
Commission Expires June 30, 2008

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Mark</u>	<u>Date of Registration</u>
830863	REDI-EARTH	6/27/1967
998042	METRO-MIX	11/12/1974