

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercantile-Safe Deposit and Trust Company		10/04/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Bruning Paint Company
Street Address:	601 South Haven Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21224
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	1641698	FORMULA 77
Registration Number:	589131	COLOR SPREE
Registration Number:	843832	KYANIZE
Registration Number:	933792	KYANIZE
Registration Number:	60252	KYANIZE
Registration Number:	129333	KYANIZE
Registration Number:	501543	KYANIZE CLINGCOTE
Registration Number:	502928	CELOID
Registration Number:	841513	DYNA-BLACK
Registration Number:	843555	DRI-DUST AIRLESS SPRAY

CORRESPONDENCE DATA	
Fax Number:	(212)682-0200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-880-6281

CH \$265.00 1641698

Email: sanger@torys.com  
Correspondent Name: Torys LLP  
Address Line 1: 237 Park Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	22764/2012 RELEASE
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NAME OF SUBMITTER:	Sophie B. Anger
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Total Attachments: 3 source=Termination and Release_1#page1.tif source=Termination and Release_2#page1.tif source=Termination and Release_3#page1.tif
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TERMINATION AND RELEASE  
(Trademarks)

DRL

OCTOBER 4<sup>th</sup>

This TERMINATION AND RELEASE is dated as of ~~September~~, 2004, and made by Mercantile-Safe Deposit and Trust Company, a Maryland corporation (the "Secured Party"), in favor of Bruning Paint Company (formerly known as Kyanize Paint Company), a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, this Termination and Release shall be effective as of October 24, 2000;

WHEREAS, the Pledgor granted two (2) security interests in certain Collateral (as hereinafter defined) to the Secured Party (collectively, the "Security Interest"); and

WHEREAS, the first Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on January 29, 1992 at Reel 0841, Frame 0087;

WHEREAS, the second Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on May 29, 1992 at Reel 0868, Frame 0680; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

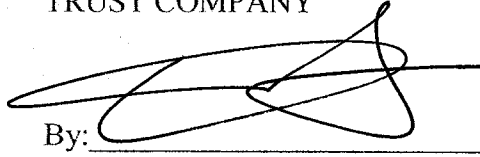
1. Collateral. The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in the trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all reissues, continuations, continuations-in-part or extensions thereof/ all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or receivable with respect thereto, including, without limitation, all damages and payments receivable for past, present and/or future infringements thereof; (iv) the right to sue for past, present and/or future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of the Pledgor's business connected with or symbolized by the foregoing.

2. Further Assurances. The Secured Party hereby agrees to 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 Interests 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.

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY



By: \_\_\_\_\_

Name: DAVID R. LONG

Title: SENIOR VICE PRESIDENT.

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
Formula 77	1641698
Color Spree	0589131
Kyanize	0843832
Kyanize	0933792
Kyanize	0060252
Kyanize	0129333
Kyanize Clingcote	0501543
Celoid	0502928
Dyna-Black	0841513
Dri-Dust Airless Spray	0843555