

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	release of security interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as successor-in-interest to Security Pacific Business Credit, Inc.		10/25/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Royal Technologies USA, Inc.
Street Address:	95 Grand Avenue
City:	Pawtucket
State/Country:	RHODE ISLAND
Postal Code:	02862
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1305793	E-Z-C
Registration Number:	837470	ROYAL

CORRESPONDENCE DATA	
Fax Number:	(312)569-3468
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-569-1468
Email:	IPDOCKET@GCD.COM
Correspondent Name:	Mary Margaret Murray - Gardner et al.
Address Line 1:	191 N. Wacker Drive
Address Line 2:	Suite 3700
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Mary Margaret Murray
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Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST** dated as of October 25, 2004, from Bank of America, N.A., as successor-in-interest to Security Pacific Business Credit, Inc. (the "Secured Party"), to Royal Technologies USA, Inc., a Delaware corporation (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated April 18, 1986 (the "Security Agreement") made by the Assignor (and the other parties signatory thereto) in favor of the Secured Party for the Lenders referenced therein, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Lenders, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on April 30, 1986 at Reel 0526 Frame 0363; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property 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 of Security Interest, the Secured Party hereby states as follows:

1. Definitions: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:

(a) all of Assignor's United States and foreign patents and patent applications, including those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule A, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and

symbolized by, each such trademark and service mark;

(c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including those listed on Schedule A, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and

(e) all proceeds of any of the foregoing.

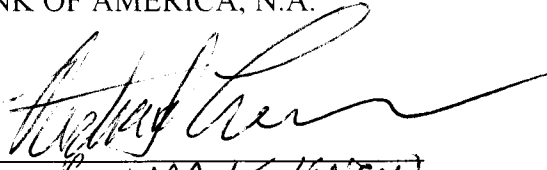
2. Release of Security Interest: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Party hereby agrees, at Assignor's sole cost and expense, 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, all without recourse, representation and warranty of any kind..

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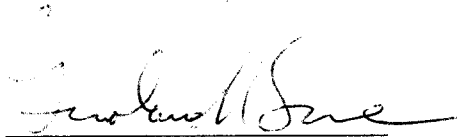
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.

By: 
Name: RICHARD LEVENSON
Title: SVP

STATE OF NEW YORK)
)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of October, 2004, before me personally appeared Richard Levenson to me known who, being by me duly sworn, did depose and say that he is Senior Vice President of Bank of America, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted him.


Notary Public

(Affix Seal Below)

GIROLAMO M. SACCONI
Notary Public, State of New York
No. 02SA5036939
Qualified in Nassau County
Commission Expires December 12, 2006

Schedule A

U.S. Patents

None Listed

Foreign Patents

None listed

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
EZC	1,305,793	11/20/84
ROYAL	837,470	10/24/67

Foreign Trademarks

None listed

U.S. Copyrights

None listed

Licenses

None listed

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