# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** Termination and Release of Trademark Collateral Security and Pledge NATURE OF CONVEYANCE: Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fleet National Bank, as Agent		01/03/2005	A National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	No Touch North America Corporation		
Street Address:	c/o PBT Brands, Inc.		
Internal Address:	10 Columbus Boulevard, 5th Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06106		
Entity Type:	CORPORATION: CALIFORNIA		

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark	
Serial Number:	75807927	WINTER TIRE CARE	
Registration Number:	2029221	NO TOUCH	
Registration Number:	1826789	PRO TOUCH	
Registration Number:	1848929	NICE TOUCH	
Registration Number:	1843426	CLEARLY BETTER	
Registration Number:	1870281	THE ONLY AUTOMOTIVE PROTECTANT WITH STAYING POWER	
Registration Number:	1924389	ONE TOUCH	
Registration Number:	2058232	NIGHT DRIVE	
Registration Number:	2056214	RAINSHIELD INSTANT GLASS COATING	
Registration Number:	2070536	NIGHT DRIVE NO-GLARE PLUS	
Registration Number:	2108015	WET 'N' PROTECT	
Registration Number:	2129563	"WOW, THIS STUFF WORKS GREAT!"	
		TRADEMARK	

REEL: 003004 FRAME: 0461

900017688

Registration Number:	1525142	NOTOUCH
Registration Number:	1719281	NO TOUCH
Registration Number:	2188587	DEEP PURPLE
Registration Number:	2298734	COLOR SPECTRUM TECHNOLOGY
Registration Number:	1819351	KLINVIEW
Registration Number:	1667306	KLINVIEW

# **CORRESPONDENCE DATA**

Fax Number: (312)701-7711

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

Phone: 3127017237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher H. Dore Address Line 1: 190 S. LaSalle St.

Address Line 2: Mayer Brown Rowe & Maw LLP Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	01/07/2005

Total Attachments: 6

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# TERMINATION AND RELEASE OF

#### TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 30, 1999 among Permatex Acquisition Corp. (the "Borrower"), the Agent and the Banks (including all annexes, exhibits or schedules thereto as from time to time amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Assignor and the Agent entered into the Trademark Agreement, which Trademark Agreement was recorded October 5, 2000 with the United States Patent and Trademark Office at Reel 2151, Frame 0930 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Assignor granted to the Agent, for the benefit of the Agent and the Banks, a security interest in, and granted, assigned and conveyed to the Agent, for the benefit of the Agent and the Banks, by way of collateral security, the Assignor's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Assignor, its right, title and interest in the Pledged Trademarks as herein provided;

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and discharges all of the Agent's security interest in the Pledged Trademarks and all other security interests granted under the Trademark Agreement and assigns and transfers to the Assignor, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at Assignor's expense.

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FLEET NATIONAL BANK

as Agent

Name: C. Christopher Smith

Title: Senior Vice President

#### CERTIFICATE OF ACKNOWLEDGMENT

Commowerett	
STATE OF Messachusetts	)
ı	) ss.
COUNTY OF Sufform	)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30 day of 2004, personally appeared C. Christopher Smith to me known personally, and who, being by me duly sworn, deposes and says that he is a Senior Vice President of FLEET NATIONAL BANK and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said entity by authority of its governing body, and said instrument to be the free act and deed of said entity.

Notary Public

My Commission Expires:

C. PAULA BARRETTO NOTARY PUBLIC My Commission Expires Sectember 27, 2007

# EXHIBIT A

# TRADEMARKS AND SERVICE MARK APPLICATIONS

for

# NO TOUCH NORTH AMERICA CORPORATION

# **Trademark and Service Mark Applications**

Trademark or Service Mark	<u>Filing Date</u>	Serial Number
Winter Tire Care	09/27/99	75/807,927

Trademark and Service Mark Registrations

Trademark or	Filing Date	Serial Number	Registration	Registration Number
<u>Service Mark</u>			Date	
No Touch	03/13/95	74/645,715	01/7/97	2,029,221
Pro Touch	04/27/92	74/269,456	03/15/94	1,826,789
Nice Touch	01/21/93	74/269,456	03/15/94	1,848,929
Clearly Better	02/22/93	74/360,857	07/05/94	1,843,426
The Only	03/29/93	74/373,165	12/27/94	1,870,281
Protectant				·
with Staying				
Power				
One Touch	01/03/94	74/475,854	10/03/95	1,924,389
Night Drive	08/11/95	74/714,368	04/29/97	2,058,232
Rain Shield	08/11/95	74/714,369	04/22/97	2,056,214
Instant Glass				,
Coating				
Night Drive	08/11/95	74/714,370	06/10/97	2,070,536
No Glare Plus				
Wet N' Protect	08/05/96	74/144,131	10/21/97	2,108,015
"Wow, This	10/21/96	75/184,445	01/13/98	2,129,563
Stuff Works				·
Great"				
No Touch	06/13/88	74/734,366	02/21/89	1,525,142
No Touch	12/03/90	74/119,877	09/22/92	1,719,281
(Plus Design)				,
Deep Purple	07/14/97	75/323,818	07/14/97	2,188,587
Color	10/27/97	75/379,785	10/27/97	2,298,734
Spectrum				
Technology				

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Klinview	 	 1,819,351
Klin View	 	 1,667,306
Image Plus		

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RECORDED: 01/07/2005