

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		02/04/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Coverall North America, Inc.
Street Address:	500 W CYPRESS CREEK DRIVE
City:	FORT LAUDERDALE
State/Country:	FLORIDA
Postal Code:	33309
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2178521	COVERALL
Registration Number:	2075333	COVERALL CLEANING CONCEPTS
Registration Number:	1991930	THE ART AND SCIENCE OF CLEANING
Registration Number:	1931173	THE ART AND SCIENCE OF CLEANING
Registration Number:	2155399	MAKING YOUR WORLD A CLEANER PLACE
Registration Number:	2182697	WHEN IT HAS TO BE ABSOLUTELY CLEAN
Registration Number:	2204464	CUSTOMERS FOR LIFE
Registration Number:	2533774	SINGLE SOURCE BY COVERALL
Registration Number:	2556707	POWER PRO

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127562388
 Email: daniel.angel@srz.com

CH \$240.00 2178521

Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/sas for da/
Date:	02/09/2005

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date executed below and is granted by **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, in its capacity as agent for certain Lenders (as defined in the Credit Agreement referred to below) ("Releasor"), in favor of **COVERALL NORTH AMERICA, INC.**, a Delaware corporation ("Releasee").

WHEREAS, pursuant to that certain Credit Agreement dated as of October 27, 2000, as amended, replaced, superseded or otherwise modified from time to time (the "Credit Agreement") by and among Releasee; Releasor, in its capacity as agent for certain Lenders; the Persons named therein as Credit Parties; and the Lenders described therein, Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee and Releasor entered into that certain Security Agreement dated as of October 27, 2000, as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Trademark Security Agreement dated as of October 27, 2000, as amended, replaced, superseded or otherwise modified from time to time (the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing first priority security interest in all of Releasee's right, title and interest in, to and under the following, whether then owned or thereafter acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks (as defined in the Security Agreement) and Trademark Licenses (as defined in the Security Agreement) to which it is a party including those listed on Schedule A hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Releasee against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2195/Frame 0001 on December 15, 2000;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the

Security Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

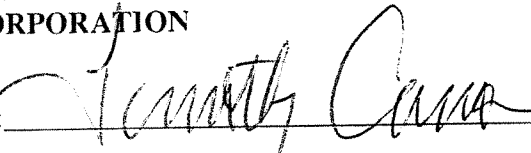
WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee, without recourse, representation or warranty of any kind whatsoever. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral, all at the expense of Releasee payable to Releasor in advance upon demand.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 4th day of February, 2005.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: Timothy Canon

Title: Duly Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois

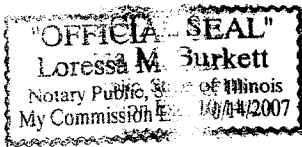
COUNTY OF Cook

ss.:

On this 4th day of February, 2005, before me, the undersigned, personally appeared Timothy Cawar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Loressa M. Burkett

[NOTARY SEAL]



SCHEDULE A

MARK	REG. NO.	REG. DATE
COVERALL	2,178,521	August 4, 1998
COVERALL CLEANING CONCEPTS	2,075,333	July 1, 1997
THE ART AND SCIENCE OF CLEANING	1,991,930	August 6, 1996
THE ART AND SCIENCE OF CLEANING	1,931,173	October 31, 1995
MAKING YOUR WORLD A CLEANER PLACE	2,155,399	May 5, 1998
WHEN IT HAS TO BE ABSOLUTELY CLEAN	2,182,697	August 18, 1998
CUSTOMERS FOR LIFE	2,204,464	November 17, 1998
SINGLE SOURCE BY COVERALL	2,533,774	June 28, 2000
POWER PRO	2,556,707	August 2, 1999