

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release in Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		02/04/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coverall North America, Inc.		
<b>Street Address:</b>	500 W CYPRESS CREEK DRIVE		
<b>City:</b>	FT. LAUDERDALE		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33309		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2337703	COVERALL CLEANING CONCEPTS	
Registration Number:	2678747	POWER PRO	
Serial Number:	75858806	SINGLE SOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127562388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Daniel Angel, Esq.		
<b>Signature:</b>	/sas for da/		

CH \$90.00 2337703

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**WHEREAS**, pursuant to that certain Credit Agreement dated as of October 27, 2000, as amended, replaced, superseded or otherwise modified from time to time (the "Credit Agreement") by and among Releasee; Releasor, in its capacity as agent for certain Lenders; the Persons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Releasee and Releasor entered into that certain Security Agreement dated as of October 27, 2000, as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");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 2454/Frame 0455 on March 6, 2002;

**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

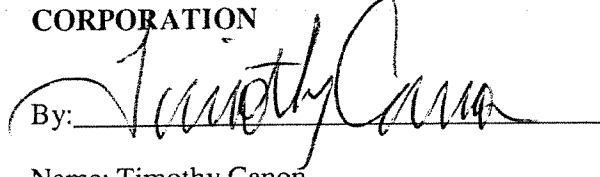
**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

**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

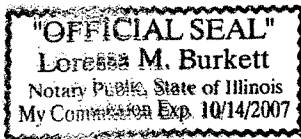
ss.:

COUNTY OF COOK

On this 4<sup>th</sup> day of February, 2005, before me, the undersigned, personally appeared Timothy Cannon, 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**

<b>MARK</b>	<b>REG./SER. NO.</b>	<b>REG./FILING DATE</b>
COVERALL CLEANING CONCEPTS	2,337,703	October 9, 1998
SINGLE SOURCE	75/858,806	November 29, 1999
POWER PRO	2,678,747	September 19, 2000