

11-18-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102884184

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GE BUSINESS CAPITAL CORPORATION f/k/a/ Transamerica Business Capital Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State DELAWARE Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Spinnaker Coating, LLC

Internal Address:

Street Address: 518 East Water Street

City: Troy State: Ohio Zip: 45373-0370

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release - Reel 2592 / Frame 0651

Execution Date: August 11, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/008,040

B. Trademark Registration No.(s) 1,158,085

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul Somelofske

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022-3598

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul Somelofske

Name of Person Signing

Signature

October 28, 2004 Date

Total number of pages including cover sheet, attachments, and document: 6

11/17/2004 ECOOPER 00000066 76008040

01 FC:8521 02 FC:8522 30760118.PDF

40.00 OP 275.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



10-29-2004

U.S. Patent & TMO/TM Mail Rpt: Dt. #77

TRADEMARK

REEL: 003079 FRAME: 0913

CONTINUATION OF SECTION 4.A and 4.B.
(Trademark Application No(s) and Trademark Registration No.(s))

TRADEMARKS APPLICATION NO.(S)

Trademark Name	Application Date	Application Number
DIVERSILITE	MARCH 23, 2000	76/008,040
DIVERSIPRINT	MARCH 16, 2000	76/002,147

TRADEMARKS REGISTRATION NO.(S)

Trademark Name	Registration Date	Registration Number
BROWN-BRIDGE	JUNE 23, 1981	1,158,085
FLATOUT	MAY 17, 1983	1,238,344
PANCAKE	FEBRUARY 4, 1969	864,562
QUICKETT	JANUARY 11, 1983	1,223,405
RED STREAK	OCTOBER 31, 2000	2,398,931
SATIN-L	AUGUST 25, 1981	1,166,487
STRIP-RITE	APRIL 11, 1978	1,089,193
STRIP-TAC	DECEMBER 14, 1999	2,299,417
STRIP-TAC PLUS	MAY 22, 1984	1,278,934
TANDA-TAC	MAY 1, 1984	1,276,117

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 11, 2004 by GE Business Capital Corporation f/k/a Transamerica Business Capital Corporation, a Delaware corporation, as Agent ("Agent").

WHEREAS, Agent and Spinnaker Coating, LLC., a Delaware limited liability company ("Grantor") entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of March 28, 2002;

WHEREAS, the Trademark Security Agreement granted, assigned and conveyed to Agent for collateral purposes all of Grantor's right, title and interest in and to certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Grantor to Agent (the "Obligations"); and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Agent hereby, without representation, warranty or recourse, fully releases, terminates, assigns to and reinvests in Grantor all of Agent's right, title, interest and liens granted by the Trademark Security Agreement in and on:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

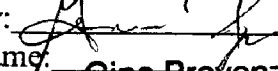
2. Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and

liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be
duly executed as of the day and year first above written.

**GE BUSINESS CAPITAL CORPORATION,
F/K/A TRANSAMERICA BUSINESS
CAPITAL CORPORATION, as Agent**

By: 
Name: Gina Provenzale
Title: Vice President
Duly Authorized Signatory

[Signature Page to Release of Trademarks]

SCHEDULE A

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BROWN-BRIDGE United States	T29704US0	8/14/78	73/181,923	6/23/81	1,158,085	REGISTERED	17
CLIMATIZED CANADA	T29701CA0	4/28/77	410,113	4/17/81	257987	REGISTERED	N/A
FLATOUT UNITED STATES	T29707US0	9/2/82	73/383,343	5/17/83	1,238,344	REGISTERED	
PANCAKE CANADA	T29718CA0	1/31/69	319,449	8/28/70	170,814	REGISTERED	N/A
GERMANY	T29721DE0	5/13/69	B42 316/16 WZ	7/23/70	871,189	REGISTERED	16
UNITED KINGDOM	T29722GB0	9/25/68	931,433	5/9/69	931,433	REGISTERED	16
UNITED STATES	T29708US0	11/16/67	72/284,988	2/4/69	864,562	REGISTERED	
PANCAKE PLUS AUSTRALIA	T29717AU0	10/11/82	A 382359	6/5/86	A382359	REGISTERED	16
UNITED KINGDOM	T29723GB0	2/25/81	1,149,469	10/18/84	1,149,469	REGISTERED	16
QUICKETT UNITED STATES	T29709US0	7/13/81	73/318,600	1/11/83	1,223,405	REGISTERED	
RED STREAK UNITED STATES	T29971US0	2/23/98	75/438,928	10/31/00	2,398,931	REGISTERED	17
SATIN-L UNITED STATES	T29711US0	12/21/79	243,757	8/25/81	1,166,487	REGISTERED	16
STRIP-RITE UNITED STATES	T29712US0	8/25/77	73/138,876	4/11/78	1,089,193	REGISTERED	
STRIP-TAC UNITED STATES	T29972US0	2/23/98	75/439,100	12/14/99	2,299,417	REGISTERED	16
STRIP-TAC PLUS UNITED STATES	T29714US0	4/14/83	73/421,671	5/22/84	1,278,934	REGISTERED	
TANDA-TAC UNITED STATES	T29715US0	5/2/83	73/424,230	5/1/84	1,276,117	REGISTERED	
DIVERSILITE UNITED STATES		3/23/00	76/008,040			ALLOWED INTENT TO USE	
DIVERSIPRINT UNITED STATES		3/16/00	76/002,147			ALLOWED INTENT TO USE	

Sch. A-1

CH_DOCS\384907.5 [W97]

①