# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

Release of Security Agreement NATURE OF CONVEYANCE:

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, NA		06/30/2005	National Association:

### **RECEIVING PARTY DATA**

Name:	American Sanitary Incorporated	
Street Address:	Three Parkway North, Suite 120N	
City:	Northbrook	
State/Country:	ILLINOIS	
Postal Code:	60015	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2565492	AMSAN
Registration Number:	2565493	AMSAN
Registration Number:	2464679	AMSAN
Registration Number:	2541649	AMSAN
Serial Number:	76065078	AMSAN
Registration Number:	2369493	AMSAN

#### **CORRESPONDENCE DATA**

Fax Number: (866) 459 - 2899

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

Phone: 202-783-2700

Email: pagodoa@federalresearch.com

CBC Companies dba Federal Research Correspondent Name: Address Line 1: 1030 Fifteenth Street, NW, Suite 920

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

**TRADEMARK REEL: 003129 FRAME: 0063** 

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NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/27/2005
Total Attachments: 5 source=336244#page1.tif source=336244#page2.tif source=336244#page3.tif source=336244#page4.tif source=336244#page5.tif	

FORM PTO-1594

Name of Person

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF

TRADEMARKS ONLY  Tab settings  TRADEMARKS ONLY		
To the Honorable Commissioner of Patents and Trademarks: P	Please record the attached original documents or copy thereof.	
1. Name of conveying partylies):  BANK OF AMBRICA, NA	2. Name and address of receiving party(ies)  AMELICAN SAN (TRACY  Name:  Note:  Internal Address:	
□ Individual(s) □ Association	Street Address: Three Parkersy North, Sk ne	
□ General Partnership Corporation-State  Other  National association	City: Northhank State: 1L Zip: 60015	
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No	☐ Individual(s) citzenship ————————————————————————————————————	
3. Nature of conveyance:  □ Assignment □ Merger □ Security Agreement □ Change of Name X Other Release of Security Agreement	☐ General Partnership Limited Partnership ☐ Corporation State ☐ Other ☐ If assignee is not domiciled in the United States, a designation is attached: ☐ Yes ☐ No	
Execution Date: <u>June 30, 2005</u>	(Designations must be a separate document from assignment)  Additional name(s) & address(es) attached? □ Yes ☒ No	
Application number(s) or trademark     A. Trademark Application No.(s)     See Schedule A attached hereto  Additional numbers a	B. Trademark Registration See Schedule A attached hereto attached? Yes	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations	
Name: <u>Terese M. Schol I</u> Internal Address: <u>Katten. Muchin and Rosenman</u>	7. Total fee (37 CFR 3.41) \$ 165.00  ☑ Enclosed ☐ Authorized to be charged to deposit	
Street Address: 525 West Monroe, Suite 1900	8. Deposit account number:	
City: <u>Chicago</u> State <u>IL</u> ZIP <u>60661</u>	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE TO	HIS SPACE	
of the original document	ormation is true and correct and any attached copy is a true  July 19, 2005	

Total number of pages including cover sheet, attachments, and

Signature

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

Date

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of June 30, 2005 (this "Release") is made by BANK OF

AMERICA, N.A., a bank, acting in its capacity as the administrative agent and the collateral

agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the

Lender Parties (as defined in the Security Agreement) under that certain Security Agreement,

dated as of February 28, 2003 and recorded in the records of the United States Patent and

Trademark Office at Reel/Frame 2689/0158 (as amended, supplemented or modified and in

effect from time to time, the "Security Agreement"), among AMERICAN SANITARY

INCORPORATED, a Delaware corporation (the "Debtor") and the Secured Party;

 $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to the Security Agreement which was recorded in the records of

the United States Patent and Trademark Office, the Debtor granted to the Secured Party a

continuing security interest in all of the Debtor's United States Intellectual Property Collateral

including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against

the Intellectual Property Collateral including those identified in the attached schedules hereto,

recorded with the United States Patent and Trademark Office; (ii) release all of its security

interest covering the Intellectual Property Collateral including those listed in the attached

schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral

including those listed in the attached schedules, to Debtor; and (iv) to dissolve any and all liens

and encumbrances respecting the Intellectual Property Collateral including those listed in the

attached schedules.

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby

acknowledged, the Secured Party does hereby release its security interest in the Intellectual

Property Collateral including those set forth on the attached schedules hereto, and discharges,

quit claims and relinquishes unto Debtor, (in each case without recourse and without any

representation or warranty) any and all rights, title and interest it has in and the security interest

granted to Secured Party in the Intellectual Property Collateral including those listed in the

attached schedules.

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IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A., as the administrative agent and the collateral agent

Name: Title:

Kevin M. Behan Serior Vice President

### **SCHEDULE A**

## **Trademarks**

AMSAN, Registration No. 2,565,492 (Class 3), registered April 30, 2002 with the United States Patent and Trademark Office.

AMSAN, Registration No. 2,565,493 (Class 37 and 41), registered April 30, 2002 with the United States Patent and Trademark Office.

AMSAN, Registration No. 2,464,679 (Class 35), registered June 26, 2001 with the United States Patent and Trademark Office.

AMSAN and Design, Registration No. 2,541,649 (Class 37 and 41), registered February 19, 2002 with the United States Patent and Trademark Office.

Trademark application for AMSAN and Design, Serial No. 76/065,078, Class 3, filed with the United States Patent and Trademark office on June 7, 2000.

AMSAN and Design, Registration No. 2,369,493 (Class 35), registered July 18, 2000 with the United States Patent and Trademark Office.

CHDB03 9037059.1 02024346

**RECORDED: 07/27/2005**