

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 2611/0037		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dymas Capital Management Company, LLC		11/15/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LVI Services Inc.		
Street Address:	470 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2364193	NSC CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0013		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	11/28/2005		

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TRADEMARK  
REEL: 003200 FRAME: 0225

**Total Attachments: 5**

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## RELEASE AND REASSIGNMENT

**THIS RELEASE AND REASSIGNMENT** (this **"Release"**) is made as of November \_\_, 2005, by **DYMAS CAPITAL MANAGEMENT COMPANY, LLC**, a Delaware limited liability company, acting in its capacity as administrative agent (in such capacity, **"Administrative Agent"**) for the financial institutions (collectively, **"Lenders"**) from time to time parties to the Financing Agreement referred to herein below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Financing Agreement.

### WITNESSETH:

**WHEREAS**, Administrative Agent, Lenders and LVI Services Inc., a Delaware corporation (**"Borrower"**), are parties to (i) a certain Financing Agreement, dated as of November 1, 2002 (the **"Financing Agreement"**); (ii) a certain Security Agreement dated as of November 1, 2002 (the **"Security Agreement"**) and (iii) a certain Grant of Security (Trademarks) dated as of November 1, 2002 (the **"Trademark Security Agreement"**), pursuant to which Borrower has granted a security interest to Administrative Agent in, and a collateral assignment to Administrative Agent of, among other things, the Trademarks and Licenses (in each case as defined below) as security for the Obligations (as such term is defined in the Financing Agreement), including the Trademarks set forth on **Schedule A** hereto; and

**WHEREAS**, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 6, 2005, in the Trademark Division at **Reel 002611, Frame 0037**; and

**WHEREAS**, Borrower has requested that Administrative Agent release its security interest in the **"Trademark Collateral"** (as such term is defined herein below) and reassign the same to Borrower;

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the **"Trademark Collateral"**):

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof,

(iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph 1(a)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"); and


(c) all proceeds of all of the foregoing.

2. Administrative Agent hereby reassigns, grants and conveys to Borrower without any representation or undertaking by, or recourse to, Administrative Agent, all of Administrative Agent's right, title and interest, if any, in and to the Trademark Collateral.

*– Remainder of Page Intentionally Left Blank –  
[Signature Page Follows]*

**IN WITNESS WHEREOF**, Administrative Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**DYMAS CAPITAL MANAGEMENT  
COMPANY, LLC**, as Administrative Agent

By:   
Name: Hubert M. Dumas  
Title: Managing Director

# ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

On this 15<sup>th</sup> day of November, 2005, before me personally appeared Albert M Ricchio to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as a duly authorized officer of **DYMAS CAPITAL MANAGEMENT COMPANY, LLC**, a Delaware limited liability company.



Notary Public Susan C. Golden  
My Commission Expires: 10/01/07

SCHEDULE A

**TO  
RELEASE AND REASSIGNMENT**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark:</b>	<b>Registration No.</b>	<b>Registration Date:</b>
NSC Corporation	2,364,193	July 4, 2000