TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		08/22/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Impaxx Machines Systems, Inc.
Street Address:	3950 Paramount Blvd., Suite 100
Internal Address:	c/o Impaxx, Inc.
City:	Lakewood
State/Country:	CALIFORNIA
Postal Code:	90712
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0708074	LABEL-AIRE
Registration Number:	1084531	SUPER-FLY

CORRESPONDENCE DATA

Fax Number: (310)552-7031
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-551-8755
Email: arobertsonbora@gibsondunn.com
Correspondent Name: Mandy Robertson-Bora
Address Line 1: 2029 Century Park East, 40th Floor
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Los Angeles, CALIFORNIA 90067-3026

ATTORNEY DOCKET NUMBER:	43207-00051
NAME OF SUBMITTER:	Mandy Robertson-Bora

OP $65.00 0708074

Signature:	/mandy robertson-bora/
Date:	12/01/2005

Total Attachments: 4
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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 indicated below and is granted by Ableco Finance LLC, a Delaware limited liability company, as agent for the Lenders (as defined below) ("Releasor"), in favor of Impaxx Machines Systems, Inc., a Delaware corporation (as successor in interest to Label-Aire, Inc.) ("Releasee").

WHEREAS, pursuant to that certain Financing Agreement dated as of July 12, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Financing Agreement") by and among Releasee; the other Borrowers named therein; Ableco Finance LLC, as agent; and the Lenders described therein (the "Lenders"), Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee and Releasor entered into that certain Security Agreement dated as of July 12, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Assignment for Security dated as of July 12, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Assignment") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's respective right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Financing Agreement) (collectively, the "Trademark Collateral"):

> A continuing security interest in all right, title and interest of the Releasees in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

WHEREAS, the Assignment was recorded at the United States Patent and Trademark Office at Reel 002931/Frame 0611 on August 30, 2004;

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 Assignment 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 Assignment 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. 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.

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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 22 day of August 2005.

RELEASOR:

ABLECO FINANCE LLC, as Agent

By: _____
Name: Kevin Conda
Title: SVP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York ss.:

On this 22nd day of August 2005, before me, the undersigned, personally appeared Kevin Gerda, 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.

Regina E Cianci

[NOTARY SEAL]

REGINA E. CIANCI
Notary Public, State of New York
No. 60-4676879
Qualified in Westchester County
Commission Expires Nov. 30, 2006