

**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
JP MORGAN CHASE BANK, N.A.		09/16/2005	CORPORATION: NETHERLANDS ANTILLES

RECEIVING PARTY DATA

Name:	Kirker Enterprises, Inc.
Street Address:	55 East 6th Street
City:	paterson
State/Country:	NEW JERSEY
Postal Code:	07524
Entity Type:	CORPORATION:

Name:	KEL Properties, L.L.C.
Street Address:	55 East 6th Street
City:	Paterson
State/Country:	NEW JERSEY
Postal Code:	07524
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1610968	KIRKER
Registration Number:	1890741	ZOOM 2010
Registration Number:	1915905	LAZER DRY
Registration Number:	1915915	DIAMOND DRY
Registration Number:	1921369	URO-GLO
Registration Number:	2104904	BC AUTOMOTIVE FINISHES

CORRESPONDENCE DATA

**900039642**

**TRADEMARK  
 REEL: 003225 FRAME: 0778**

**CH \$165.00 1610968**

Fax Number: (973)530-2286  
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ATTORNEY DOCKET NUMBER:	7820-4
NAME OF SUBMITTER:	Klaus P. Stoffel
Signature:	/Klaus P. Stoffel/
Date:	01/12/2006

Total Attachments: 3  
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**TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT  
(PATENTS AND TRADEMARKS)**

THIS TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT (PATENTS AND TRADEMARKS) (this "Agreement") dated December \_\_, 2005 and effective as of September 16, 2005, is between KIRKER ENTERPRISES, INC. and KEL PROPERTIES, L.L.C. (collectively, the "Assignor"), and JPMORGAN CHASE BANK, N.A. (formerly known as The Chase Manhattan Bank and JPMorgan Chase Bank, and successor in interest to Chemical Bank and Chemical Bank of New Jersey, N.A.) (the "Assignee").

WHEREAS, the Assignee made certain loans and made certain credit facilities available to the Assignee (collectively, the "Loans") pursuant to a certain loan and security agreement, a letter of credit and reimbursement agreement and other related loan and security documents (collectively, the "Loan Documents"); and

WHEREAS, in order to partially secure the Assignor's obligations to the Assignee under the Loans and the Loan Documents, the Assignor granted in favor of the Assignee a security interest in, and collaterally assigned to the Assignee, certain patents (the "Patents"), trademarks (the "Trademarks") and certain applications therefor (the "Applications" and, together with the Patents and Trademarks, the "Assigned Patents and Trademarks") which are owned by the Assignor pursuant to a collateral assignment of patents and trademarks between the Assignor and the Assignee (the "Collateral Assignment"); and

WHEREAS, the collateral assignments of the Assigned Patents and Trademarks were recorded with the United States Patent and Trademark Office (the "USPTO") as more particularly described in Exhibit A hereto (collectively, the "Recorded Assignments"); and

WHEREAS, the Assignor has paid and satisfied in full all of its obligations and liabilities to the Assignee under the Loan Documents, and in connection therewith, the parties hereto have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Assignments. The Assignor and the Assignee hereby agree that the Collateral Assignment and the Recorded Assignments and all terms and conditions thereof (including, without limitation, any terms which provide for the survival of certain rights and obligations thereunder following any termination of such agreement) are hereby terminated and deemed of no further force or effect, and that each party thereto shall have no further obligation thereunder except as, and to the extent, set forth in this Agreement.

2. Release of Lien; Assignment. The Assignee hereby assigns, grants and conveys back to the Assignor all of its right and title to, and forever discharges and releases its security interest in, all of the Assigned Patents and Trademarks, including all proceeds thereof, the right to

sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof.

3. Recording with USPTO. The Assignee hereby authorizes the Assignor to file and record this Agreement with the USPTO. The Assignee agrees to cooperate and take further actions which may be reasonably necessary or advisable in order to evidence or effectuate the transaction contemplated under this Agreement, including but not limited to, the execution and delivery to the Assignor of additional forms, instruments or other documents which may be required to file and record this Agreement with the USPTO.


4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.


ASSIGNEE:

JPMORGAN CHASE BANK, N.A.,  
as successor in interest to Chemical Bank  
and Chemical Bank of New Jersey, N.A.

By:   
Name: Jane E. Orndahl  
Title: Vice President

ASSIGNOR:

KIRKER ENTERPRISES, INC.

By:   
Name: Marc E. Berson  
Title: Chairman

KEL PROPERTIES, L.L.C.


By:   
Name: Marc E. Berson  
Title: Managing member

Exhibit A

Recorded Assignments

PATENTS:

<u>Patent Number</u>	<u>Recorded Date</u>	<u>Reel/Frame</u>
0749669	3/7/97	008568 / 0424
0763928	3/7/97	008568 / 0424

TRADEMARKS:

<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Recorded Date</u>	<u>Reel / Frame</u>
KIRKER	1610968	73821087	4/27/95	1347 / 0051
KIRKER	1610968	73821087	2/16/96	1433 / 0776
KIRKER	1610968	73821087	6/3/96	1464 / 0799
KIRKER	1610968	73821087	3/7/97	1600 / 0445
ZOOM 2010	1890741	74502091	4/27/95	1347 / 0051
ZOOM 2010	1890741	74502091	2/16/96	1433 / 0776
ZOOM 2010	1890741	74502091	6/3/96	1464 / 0799
ZOOM 2010	1890741	74502091	3/7/97	1600 / 0445
LAZER DRY	1915905	74547538	4/27/95	1347 / 0051
LAZER DRY	1915905	74547538	2/16/96	1433 / 0776
LAZER DRY	1915905	74547538	3/7/97	1600 / 0445
DIAMOND DRY	1915915	74419248	6/3/96	1464 / 0799
URO-GLO	1921369	74502194	4/27/95	1347 / 0051
URO-GLO	1921369	74502194	2/16/96	1433 / 0776
URO-GLO	1921369	74502194	6/3/96	1464 / 0799
URO-GLO	1921369	74502194	3/7/97	1600 / 0445
BC AUTOMOTIVE FINISHES	2104904	75110062	3/7/97	1600/0445