

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2384 Frame 0945) |

**CONVEYING PARTY DATA**

| Name                                       | Formerly                          | Execution Date | Entity Type                   |
|--|-----------------------------------|----------------|-------------------------------|
| JPMorgan Chase Bank, N.A., as Paying Agent | FORMERLY The Chase Manhattan Bank | 01/30/2006     | National Banking Association: |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Mafoo Worldwide Corporation (formerly Pneumo Abex Corporation) |
| <b>Street Address:</b> | Third Street & Jefferson Avenue                                |
| <b>City:</b>           | Camden   |
| <b>State/Country:</b>  | NEW JERSEY   |
| <b>Postal Code:</b>    | 08104  |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE  |

**PROPERTY NUMBERS Total: 17**

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 0997652 | MAFCO-MAGNASWEET |
| Registration Number: | 1060456 | COCOA DRESS      |
| Registration Number: | 2331742 | MAGNASWEET       |
| Registration Number: | 1017526 | SME              |
| Registration Number: | 612290  | MAFCO            |
| Registration Number: | 856843  | MAFCO            |
| Registration Number: | 1278230 | RIGHT DRESS      |
| Registration Number: | 84018   | TRADE MARK       |
| Registration Number: | 864099  | MAFCO            |
| Registration Number: | 764149  | RIGHT DRESS      |
| Registration Number: | 753781  | SHIP BRAND       |
| Registration Number: | 635021  | S                |
| Registration Number: | 625539  | BVB              |

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|                      |         |                |
|----------------------|---------|----------------|
| Registration Number: | 836186  | BEAUTY BLANKET |
| Registration Number: | 753608  | SHIP BRAND     |
| Registration Number: | 753563  | SHIP BRAND     |
| Registration Number: | 1469567 | MAG            |

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 509333/0082    |
| NAME OF SUBMITTER:      | Kirstie Howard |
| Signature:              | /kh/           |
| Date:                   | 02/06/2006     |

**Total Attachments: 4**  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 30, 2006, from JP Morgan Chase Bank, N.A., a national banking association, with its principal place of business located at P.O. Box 2558, Houston, Texas 77252, as Paying Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Mafco Worldwide Corporation (formerly known as Pneumo Abex Corporation), a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 17, 2001, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of April 17, 2001, among the Agent and the Borrower (the "Security Agreement"), the Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 18, 2001, at Reel 002384 and Frame 0945; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

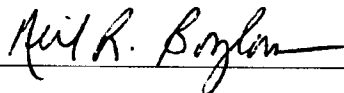
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JP Morgan Chase Bank, N.A.,  
as Paying Agent

By:   
Name: **Neil R. Boylan**  
Title: **Managing Director**



Schedule A

**U.S. Trademark Registrations and Applications**

| <u>Trademark</u>     | <u>Registration Number</u> |
|----------------------|----------------------------|
| MAFCO-MAGNASWEET     | 997,652                    |
| COCOA DRESS & Design | 1,060,456                  |
| MAGNASWEET           | 2,331,742                  |
| SME                  | 1,017,526                  |
| MAFCO & Design       | 612,290                    |
| MAFCO & Design       | 856,843                    |
| RIGHT DRESS          | 1,278,230                  |
| TRADE MARK & Design  | 84,018                     |
| MAFCO & Design       | 864,099                    |
| RIGHT DRESS & Design | 764,149                    |
| SHIP BRAND           | 753,781                    |
| S                    | 635,021                    |
| BVB & Design         | 625,539                    |
| BEAUTY BLANKET       | 836,186                    |
| SHIP BRAND           | 753,608                    |
| SHIP BRAND           | 753,563                    |
| MAG                  | 1,469,567                  |

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