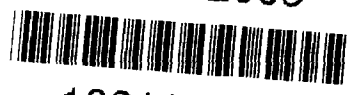


11-03-2005

DEPT. OF COMMERCE and Trademark Office

Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)



103112508

RECORDATION / TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Black Diamond Commercial Finance, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other U.S. Virgin Islands Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: AOC, LLC
 Internal Address: _____
 Address: _____
 Street Address: 950 Hwy 57 East
 City: Collierville
 State: Tennessee
 Country: USA Zip: 38017

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Company Limited Liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 27, 2005

Assignment Merger
 Security Agreement Change of Name
 Other Patents, Trademarks and Licenses
Termination and Release of Security Interest in

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 See Schedule A attached hereto and made a part hereof

B. Trademark Registration No.(s)
 See Schedule A attached hereto and made a part hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 See Schedule A attached hereto and made a part hereof

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrew E. Auerbach, Esq.
 Internal Address: Bryan Cave LLP
 Street Address: 1290 Avenue of the Americas
 City: New York
 State: New York Zip: 10104-3300
 Phone Number: 212-541-1232
 Fax Number: 212-904-0535
 Email Address: aeauerbach@bryancave.com

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,140.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 02-4467 To be charged only in the event of any deficiency in the fee presented herewith
 Authorized User Name _____

9. Signature: Sharon Elwin October 28, 2005
 Signature Date

Sharon Elwin
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

11/02/2005 01 FC:0521 02 FC:0522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003245 FRAME: 0452

SCHEDULE A

Trademark Filings

Trademark	Serial Number	Registration No.	Security Interest Filing Information	
			Reel/Frame	Recordation Date
ALTEK	1088413		002950/0709	10/04/04
AOC	1194823		002950/0709	10/04/04
ATRYL	1093635	575096	002950/0709	10/04/04
CHROMA-TEK	1088416	589181	002950/0709	10/04/04
FIREPEL	1088414	573588	002950/0709	10/04/04
HYCRYL	1084573	570219	002950/0709	10/04/04
HYDROPEL	1088412	588364	002950/0709	10/04/04
HYFILL	1084574	570221	002950/0709	10/04/04
PULTRU	1088415	572186	002950/0709	10/04/04
ULTRYL	1089873	572205	002950/0709	10/04/04
VIBRIN	227919	100759	002950/0709	10/04/04
VIBRIN	619745	361697	002950/0709	10/04/04
VICAST	852274	544360	002950/0709	10/04/04
VIPEL	1084575	570222	002950/0709	10/04/04
AOC (Stylized)	3002375		002950/0709	10/04/04
HYDROPEL	3055118		002950/0709	10/04/04
HYDROPEL	2993624		002950/0709	10/04/04
VICAST	2993533		002950/0709	10/04/04
VIPEL	2994002		002950/0709	10/04/04
VIPEL	3053113		002950/0709	10/04/04
VICAST	292621	669249	002950/0709	10/04/04
HYDROPEL	2254182		002950/0709	10/04/04
AOC (and Design)	74/652,114	2066171	002950/0709	10/04/04
AOCPORT	78/124,932	2824930	002950/0709	10/04/04
ATRYL	732913	1553386	002950/0709	10/04/04
ATRYL TCA	78/306,204		002950/0709	10/04/04
CHROMA-TEK	73/633,120	1447028	002950/0709	10/04/04
FIREPEL	75/479,517	2441299	002950/0709	10/04/04
HYCRYL	76/062,132		002950/0709	10/04/04
HYDROPEL	73/793,633	1572710	002950/0709	10/04/04
HYDROPEL	75/341,994	2221357	002950/0709	10/04/04
HYDROPRO	78/286,216		002950/0709	10/04/04
HYFILL	76/062,133		002950/0709	10/04/04
POLYPRESS	75/415,943	2404541	002950/0709	10/04/04
PULTRU	75/649,565	2571815	002950/0709	10/04/04
RAYCURE	75/639,162	2613018	002950/0709	10/04/04
RESIN.NOW	78/031,665	2670289	002950/0709	10/04/04
SANIPRO	78/286,232		002950/0709	10/04/04
TRUSURF (STYLIZED)	73/436,968	1320244	002950/0709	10/04/04
ULTRYL	75/255,467	2235009	002950/0709	10/04/04
VI-FIL	78/232,052		002950/0709	10/04/04
VIBRIN	73/775,490	1618223	002950/0709	10/04/04
VIBRIN	74/103,301	1742046	002950/0709	10/04/04

SCHEDULE A

Trademark Filings

Trademark	Serial Number	Registration No.	Security Interest Filing Information	
			Reel/Frame	Recordation Date
VICAST	75/237,509	2234962	002950/0709	10/04/04
VIPEL	76/061,660	2461679	002950/0709	10/04/04

M JS1 907545 v3
2785989-000118 10/21/05

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS, TRADEMARKS AND LICENSES**

THIS TERMINATION AND RELEASE, dated as of October 17, 2005, from **Black Diamond Commercial Finance, LLC**, a U.S. Virgin Islands limited liability company, as Agent (the "Agent") to **AOC, LLC**, a Delaware limited liability company (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to the Agent under that certain Trademark Security Agreement and that certain Patent Security Agreement, each as amended, and each between the Pledgor and the Agent and dated as of July 15, 2004 (each individually a "Security Agreement" and collectively, the "Security Agreements"), which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") in the case of Trademarks and in the Patent Division of the USPTO, in the case of Patents, on the dates and at the reels and frames as set forth on Schedule A; and

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

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

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to

(a) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein listed on Schedule A, attached hereto and made a part hereof, and any and all continuations, divisionals, continuations on part, reissues, renewals, and extensions thereof and all income, royalties, damages and payments now or hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof;

(b) Trademarks, service marks, trademark and service mark registrations and/or applications and trade names listed on Schedule A, attached hereto and made a part hereof, and any and all divisionals, reissues, renewals and extensions thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof;

(c) Any license agreement in which the Pledgor is or becomes licensed to use any patents and/or trademarks owned by a third party, listed on Schedule A, attached hereto and made a part hereof, excluding any license agreement that by its terms prohibits transfer by the Pledgor as contemplated herein;

(d) The goodwill of the Pledgor's business connected with and symbolized by the foregoing; and
RSDOCSI\1272716.1

(e) All cash and non-cash proceeds of the foregoing.

2. Release: The Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation: The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Agent hereby agrees to, at the sole reasonable expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

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

Black Diamond Commercial Finance, LLC,
as Agent

By: 

Name: Dalia Al-Othman
Title: Managing Director

Territory
STATE OF US Virgin Islands
Notary
COUNTY OF St. Thomas) ss: John

On this 26 day of October, 2005, before me personally appeared **Dalia Al-Othman**, to me known who, being by me duly sworn, did depose and say that she is the Managing Director of **Black Diamond Commercial Finance, LLC**, the limited liability company described herein and which executed the foregoing instrument, and that she signed her name thereto pursuant to the authority granted by such limited liability company.


Notary Public

LAURA LEE BERRY
NP-082-03
COMMISSION EXPIRES:
JUNE 17, 2007

SCHEDULE A

Trademark Filings

Trademark	Serial Number	Registration No.	Security Interest Filing Information	
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ALTEK	1088413		002950/0709	10/04/04
AOC	1194823		002950/0709	10/04/04
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HYDROPEL	1088412	588364	002950/0709	10/04/04
HYFILL	1084574	570221	002950/0709	10/04/04
PULTRU	1088415	572186	002950/0709	10/04/04
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HYDROPEL	3055118		002950/0709	10/04/04
HYDROPEL	2993624		002950/0709	10/04/04
VICAST	2993533		002950/0709	10/04/04
VIPEL	2994002		002950/0709	10/04/04
VIPEL	3053113		002950/0709	10/04/04
VICAST	292621	669249	002950/0709	10/04/04
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ATRYL	732913	1553386	002950/0709	10/04/04
ATRYL TCA	78/306,204		002950/0709	10/04/04
CHROMA-TEK	73/633,120	1447028	002950/0709	10/04/04
FIREPEL	75/479,517	2441299	002950/0709	10/04/04
HYCRYL	76/062,132		002950/0709	10/04/04
HYDROPEL	73/793,633	1572710	002950/0709	10/04/04
HYDROPEL	75/341,994	2221357	002950/0709	10/04/04
HYDROPRO	78/286,216		002950/0709	10/04/04
HYFILL	76/062,133		002950/0709	10/04/04
POLYPRESS	75/415,943	2404541	002950/0709	10/04/04
PULTRU	75/649,565	2571815	002950/0709	10/04/04
RAYCURE	75/639,162	2613018	002950/0709	10/04/04
RESIN.NOW	78/031,665	2670289	002950/0709	10/04/04
SANIPRO	78/286,232		002950/0709	10/04/04
TRUSURF (STYLIZED)	73/436,968	1320244	002950/0709	10/04/04
ULTRYL	75/255,467	2235009	002950/0709	10/04/04
VI-FIL	78/232,052		002950/0709	10/04/04
VIBRIN	73/775,490	1618223	002950/0709	10/04/04
VIBRIN	74/103,301	1742046	002950/0709	10/04/04

SCHEDULE A

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VIPEL	76/061,660	2461679	002950/0709	10/04/04

MJS1 907545 v3
2785989-000118 10/21/05

TRADEMARK
REEL: 003245 FRAME: 0458

SCHEDULE A

Patent and Patent Application Filings

Patent or Patent Application	Serial #	Registration No.	Issue Date	Security Interest Reel/Frame	Security Interest Filing Date
Unsaturated Polyester Resin Compositions	08019007	5373058	12/13/1994	015209/0745	10/04/2004
Crystalline Polyesters	08364565	5489481	02/06/1996	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds	07438548	5089544	02/18/1992	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds	07517775	5162401	11/10/1992	015209/0745	10/04/2004
Thermoplastic Low-Profile Additives and use thereof in Unsaturated Polyester Resin Compositions	07555884	5290854	03/01/1994	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds having Sulfur-Containing Substituents	07733518	5256708	10/26/1993	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds having Aromatic Substituents	07733520	5256709	10/26/1993	015209/0745	10/04/2004

SCHEDULE A

Patent and Patent Application Filings

Patent or Patent Application	Serial #	Registration No.	Issue Date	Security Interest Reel/Frame	Security Interest Filing Date
Unsaturated Polyester Resin Compositions containing Compatible Compounds having Ether Substituents	08003754	5262457	11/16/1993	015209/0745	10/04/2004
Pigmented, Weatherable Molding Compositions	09778052	6767950	07/27/2004	015213/0037	10/04/2004
Molding Compositions having Improved Properties	10268402	6759466	07/06/2004	015213/0064	10/04/2004
Styrene-free Unsaturated Polyester Resin Compositions	10440610	_____	_____	015213/0144	10/04/2004
Styrene-free Unsaturated Polyester Resin Compositions for Coating Applications	10789245	_____	_____	015213/0160	10/04/2004

M JS1 907545 v3
2785989-000118 10/21/05

RECORDED: 10/31/2005

TRADEMARK
REEL: 003245 FRAME: 0460