#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 3002 Frame 0304)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Law Debenture Trust Company of New York		I1 <i>2/22/</i> 2005 I	New York State Trust Company:

#### **RECEIVING PARTY DATA**

Name:	James Jones Company
Street Address:	500 W. Eldorado Street
City:	Decatur
State/Country:	ILLINOIS
Postal Code:	62522
Entity Type:	CORPORATION: CALIFORNIA

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1304346	SUPERSTOP

#### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

425 Lexington Avenue Address Line 2:

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	043235/0058
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/

TRADEMARK **REEL: 003256 FRAME: 0476** 

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Date:	03/01/2006
Total Attachments: 4	
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TRADEMARK REEL: 003256 FRAME: 0477

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 2,2005, from Law Debenture Trust Company of New York, a New York State Trust Company, as Collateral Agent (the "Agent") for itself, certain noteholders, certain banks and other financial institutions (the "Lenders"), to James Jones Company, a California corporation with its principal place of business located at 500 W. Eldorado Street, Decatur, IL 62522 (the "Borrower").

#### **WITNESSETH:**

WHEREAS, pursuant to the Subsidiary Pledge and Security Agreement, dated as of April 23, 2004, made by the Grantor (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of June 22, 2004, between the Agent and Borrower (the "Security Agreement"), 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 June 30, 2004, at Reel 3002 and Frame 0304; 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. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Exhibit A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
- 2. <u>Release of Security Interest</u>. 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. <u>Further Assurances</u>. 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.

TRADEMARK REEL: 003256 FRAME: 0478 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Law Debenture Trust Company of New York

Name

Patrick J. Healy Vice President

STATE OF W	)	
COUNTY OF BYDDY	)	SS

On this 24 day of largery 2006 before me personally appeared Post victorial to me known who, being by me duly sworn, did depose and say that he/she is Victorial of Law Debenture Trust Company of New York, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Law Debenture Trust Company of New York.

Notary Public

(Affix Seal Below)



JASMINE MARRERO
Notary Public, State of New York
No. 01 MA6089997
Qualified in Bronx County
Commission Expires 32 2007

## **EXHIBIT A**

# ITEM 4 FROM RECORDATION FORM COVER SHEET (TRADEMARKS)

James Jones Company

**RECORDED: 03/01/2006** 

Serial #: 73418586

Mark: SUPERSTOP

Reel/Frame: 3002/0304

Reg. Dt: 11/06/1984

Reg #: 1304346

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**TRADEMARK** REEL: 003256 FRAME: 0481