

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
Wachovia Bank, National Association		02/17/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Magruder Color Company, Inc.
Street Address:	1029 Newark Avenue
City:	Elizabeth
State/Country:	NEW JERSEY
Postal Code:	07208
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0778926	AQUA-FLO
Registration Number:	2544810	AZTECH
Registration Number:	2691545	A
Registration Number:	1876225	BIO-BRITE
Registration Number:	1732306	BIO GLO
Registration Number:	1876226	BIO-SET
Registration Number:	2700248	OPTICHIP
Registration Number:	2702560	OPTIFLO
Registration Number:	2418769	PIGMENTS FOR THE IMAGINATION

CORRESPONDENCE DATA

Fax Number: (973)530-2241

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

Phone: 973-530-2025

OP \$240.00 0778926

900044064

TRADEMARK
REEL: 003267 FRAME: 0319

Email: pnussbaum@wolffsamson.com
Correspondent Name: Peter E. Nussbaum, Esq.
Address Line 1: Wolff & Samson PC
Address Line 2: One Boland Drive
Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter E. Nussbaum
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Signature:	/Peter E. Nussbaum/
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Date:	03/13/2006
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Total Attachments: 4

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**TERMINATION AND RELEASE
OF
COLLATERAL ASSIGNMENT
OF TRADEMARKS (SECURITY AGREEMENT)**

THIS TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) (this "Agreement") dated February 17, 2006, is by WACHOVIA BANK, NATIONAL ASSOCIATION (the "Assignee") in favor of Magruder Color Company, Inc. (the "Assignor").

WHEREAS, pursuant to a Collateral Assignment of Trademarks (Security Agreement) dated January 18, 2005 between the Assignor and the Assignee (the "Collateral Assignment"), the Assignor granted in favor of the Assignee a security interest in, and collaterally assigned to the Assignee, certain trademarks of the Assignor which are described in Exhibit A hereto (the "Assigned Trademarks"); and

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office (the "USPTO") on January 25, 2005 in Reel 003018 Frame 0310.

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 Assignee agrees as follows:

1. Release of Lien. The Assignee hereby assigns, grants and conveys back to the Assignor without any warranty all of its right and title to, and forever discharges and releases its security interest in, all of the Assigned 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.

2. Recording. The Assignee hereby authorizes the Assignor to file and record this Agreement with the USPTO. The Assignee agrees to cooperate and take further actions, at the Assignor's expense, which may be reasonably necessary or advisable in order to further 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.

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

4. 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.

WACHOVIA BANK,
NATIONAL ASSOCIATION

By: David Luce
Name: Mr. David Luce
Title: Vice President

Exhibit A

Assigned Trademarks:

<u>NAME</u>	<u>REGISTRATION ID #</u>	<u>REGISTRATION DATE</u>
AQUA FLO	778,926	10/27/64
AZTECH	2,544,810	3/5/2002
AZTECH-U.K.	2277583	8/10/2001
AZTECH STYLIZED "A"	2,691,545	2/25/2003
AZTECH-U.K. STYLIZED "A"	2277584	8/10/2001
BIO-BRITE	1,876,225	1/31/95
BIO GLO BIO-SET	1,732,306 1,876,226	11/17/92 1/31/95
OPTICHIP	2700248	7/6/03
OPTICHIP-EU	2,991,990	5/3/04
OPTIFLO	2,702,560	7/26/02
PIGMENTS FOR THE IMAGINATION	2,418,769	1/9/2001
MAGRUDER – Mexico	844634	7/24/04
MAGRUDER COLOR – Mexico	848233	8/26/04

STATE OF New York)

COUNTY OF New York)

ss:

I certify that on February 17, 2006, David Luce personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) he/~~she~~ is a Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, the entity named in the within instrument;
- (b) he/~~she~~ executed and delivered this document as the voluntary act and deed of such entity; and
- (c) he/~~she~~ was authorized by such corporation to execute and deliver the attached document on behalf of such entity.

Maria Camacho

Notary public

MARIA CAMACHO
NOTARY PUBLIC, State of New York
No.: 01CA5086952
Qualified in ~~WASH~~ County
Certificate Filed in New York County
Commission Expires October 27, 2009