

03-09-2006

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

J.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



REC

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103194828

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):

Deutsche Bank AG London

- Individual(s)
- General Partnership
- Corporation- State: Germany
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Amacell LLC

Internal Address: _____

Street Address: 7600 Oakwood Street Extension

City: Mebane 2006

State: North Carolina

Country: USA Zip: 27302

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Ltd. Liability Co. 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) 2/6/2006

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Maggie Curran

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard, 9th Floor

City: Stamford

State: Connecticut Zip: 06901

Phone Number: (203) 961-7418

Fax Number: (203) 674-7618

Email Address: margaretcurren@paulhastings.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- 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 _____

Authorized User Name _____

9. Signature:

Maggie Curran

Signature

2/27/06

Date

40.00 OR
250.00 OR
Name of Person Signing

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

8

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

03/08/2006 DBYRNE 00000107 2042253

01 FC:8521
02 FC:8522

Exhibit A

RE: ARMACELL LLC

Trademark Registration Nos.

2042253
2051192
1634067
569399
1241174
1807515
1718121
1218382
2282535
1627155
1693210

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest, dated February 6ⁿ, 2006 is made by Deutsche Bank AG London (the "Assignor"), as successor to Morgan Stanley Senior Funding, Inc., as Security Agent for the Senior Finance Parties (as defined in the Security Agreement referred to below), in favor of Armacell LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Armacell International GmbH and certain of its subsidiaries have entered into a facility agreement dated as of April 27, 2000 and amended and restated as of May 20, 2004 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement") with Morgan Stanley Senior Funding, Inc., as original Arranger and as Syndicated and Documentation Agent and Original Bank, Assignor, as Facility Agent and Security Agent, and the other financial institutions party thereto as banks;

WHEREAS, pursuant to the Facility Agreement, the Assignee and certain other persons have executed and delivered that certain Amended and Restated Security Agreement dated June 10, 2004 made by the Assignee and such other persons to the Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), that certain Intellectual Property Security Agreement made by the Assignee and such other persons to the Assignor dated June 21, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), and that certain Intellectual Property Security Agreement Supplement made by the Assignee and such other persons to the Assignor dated March 10, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement");

WHEREAS, under the terms of the Security Agreement, the IP Security Agreement, and the IP Security Agreement Supplement, the Assignee has granted a security interest in the Collateral and the Additional Collateral (as defined in the IP Security Agreement and the IP Security Agreement Supplement, respectively) to the Assignor for the ratable benefit of the Senior Finance Parties;

WHEREAS, the IP Security Agreement and the IP Security Agreement Supplement was recorded in the United States Patent and Trademark Office on October 6, 2004 at Reel/Frame 015215/0764 and at Reel/Frame 2952/0149 and on April 1, 2005 at Reel/Frame 03144/0250;

WHEREAS, the IP Security Agreement Supplement was also recorded in the United States Copyright Office on April 8, 2005 at Volume/Doc. No. 3523/179;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

SECTION 1. Release of Security Interest. Assignor hereby releases and conveys to Assignee, without recourse, representation or warranty of any kind, Assignor's

security interest in and to all of such Assignee's right, title and interest in and to the Collateral and the Additional Collateral, including the following:

(i) The United States, international, and foreign patents and patent applications set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States and foreign trademark and service mark registrations and applications set forth in Schedule II hereto (the "Trademarks");

(iii) The copyrights and United States and foreign copyright registrations and application set forth in Schedule III hereto (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, dilution, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

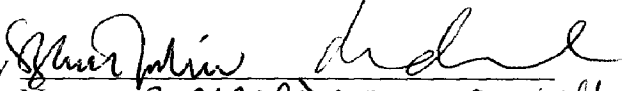
(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Assignor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and the Commissioner of Trademarks and any other applicable government officer record this Release of Intellectual Property Security Interest.

SECTION 3. Governing Law. This Release of Intellectual Property Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Release of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEUTSCHE BANK AG LONDON

By 
Name: E. MARADIE M. DE Lellis
Title: AVP VP

Schedule I
to Intellectual Property Security Release

Patents

Country	Patent	Patent No. Issue Date	Applic. No. Filing Date
United States	Method for Embossing a Foam Article	6527991 03042003	09829942 04112001

Schedule II
to Intellectual Property Security Release

Trademarks

Trademark	Registration Number	Trademark	Registration Number
Aerolite	U.S. Reg. No. 1634067	Oletex Cross Linked Olefin Foams	U.S. Reg. No. 2051192
Ensolite	U.S. Reg. No. 0569399	Oletex Cross Linked Olefin Foams	Canadian Registration No. TMA 473128
Evalite	U.S. Reg. No. 1241174	Oletex Cross Linked Olefin Foams	Mexican (Pending) Registration No. 225,734
Evalite	Canadian Reg. No. 520597	Oletex Cross Linked Olefin Foams	Mexican Registration No. 509,238
Evalite	European Reg. No. 575341	Sofstep	U.S. Reg. No. 1807515
My.T.Lite	U.S. Reg. No. 1218382	Soft 'N Kneezy	U.S. Reg. No. 1627155
Ole Tex	U.S. Reg. No. 2042253	Soft 'N Backeezy	U.S. Reg. No. 1693210
Ole Tex	Canadian Registration No. TMA 472199	Solite	U.S. Reg. No. 1718121
Ole Tex	Mexican Registration No. 506,038	Tufstep	U.S. Reg. No. 2282535
Ole Tex	Mexican Registration No. 506,039		

Tradename

Ensolite ®

Unregistered Logos

Monarch Rubber Company Logo

Copyrights

Registered Copyrights

None.

Unregistered Copyrights

1. Closed Cell Rubber & Plastics Guide
2. Monarch Rubber Technical CD
3. Closed Cell Rubber Technical Presentation
4. All other unregistered copyrights owned by the Grantor.