

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

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Bank of America, N.A. (successor by merger to Fleet National Bank, successor by merger to BankBoston, N.A.), as Agent

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other National Banking Association

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) May 25, 2006

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Nurre Caxton Company

Internal Address: \_\_\_\_\_

Street Address: 4615 NW 103rd Avenue

City: Sunrise

State: Florida

Country: USA                              Zip: 33351

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship Florida
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

See Annex 1 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):**

N/A

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

Name: Rachel Panzica

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford

State: Connecticut                      Zip: 06103

Phone Number: 860-240-2802

Fax Number: 860-240-2517

Email Address: rachel.panzica@bingham.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

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

**8. Payment Information:**

a. Credit Card      Last 4 Numbers 3004  
Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



May 25, 2006

Signature

Date

Rachel Panzica

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

OP \$90.00 2339870

**Annex 1**

**Trademark Registrations**

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>
Nurre Caxton Company	EUROPA	2,339,870
	TASSELS	2,272,931
	AFFRESCO	2,195,684

**EXECUTION VERSION****TERMINATION AND RELEASE OF  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (this "Release"), dated as of May 25, 2006, by and between **BANK OF AMERICA, N.A.** (successor by merger to Fleet National Bank, successor by merger to BankBoston, N.A.), a national banking association, as agent (in such capacity, the "Assignee") and **NURRE CAXTON COMPANY**, a Florida corporation having its principal place of business at 4615 NW 103<sup>rd</sup> Avenue, Sunrise, Florida, 33351 (the "Assignor").

**WHEREAS**, pursuant to the terms of the Trademark Collateral Security and Pledge Agreement (the "**Trademark Assignment**"), dated as of January 15, 1999, between the Assignor and the Assignee and recorded with the U.S. Patent and Trademark Office at Reel 1903, Frame 0174, the Assignor granted to the Assignee a security interest in and lien on, and collaterally assigned to the Assignee, all of its trademarks, trademark registrations, and associated goodwill, including, without limitation, the trademarks and trademark registrations identified on Schedule A attached hereto (such trademarks and trademark registrations are referred to herein as the "**Named Trademarks**"); and

**WHEREAS**, the Assignee has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

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

**1. Release and Assignment.** The Assignee hereby terminates and releases its security interest in and lien on all of the Assignor's Named Trademarks, and the Assignee hereby assigns and transfers to the Assignor, as applicable, without recourse, all of the Assignee's right, title and interest in and to each of the Named Trademarks purported to be owned by the Assignor and the goodwill, effective as of the date set forth above.

**2. Acknowledgment and Acceptance.** The Assignor hereby acknowledges and accepts the foregoing release and assignment by the Assignee.

**3. Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

*[Remainder of page intentionally left blank. Next page is signature page.]*

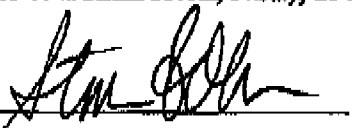
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**IN WITNESS WHEREOF**, the Assignee and the Assignor have executed this Release, to take effect as of the date first set forth above.

**BANK OF AMERICA, N.A. (successor by merger to Fleet National Bank, successor by merger to BankBoston, N.A.), as Agent**

By:   
Name:  
Title:

Accepted:

NURRE CAXTON COMPANY

By: 

Name:

Title:

[Signature Page to Nurre Termination and Release of  
Trademark Collateral Security and Pledge Agreement]

**TRADEMARK**  
**REEL: 003320 FRAME: 0467**

**Schedule A****Named Trademarks**

<b>Registration Number</b>	<b>Date Assigned</b>	<b>Date Recorded</b>
2,339,870	01/15/99	02/02/99
2,272,931	01/15/99	02/02/99
2,195,684	01/15/99	02/02/99

CTDOCS/1681087.2

**RECORDED: 05/26/2006****TRADEMARK  
REEL: 003320 FRAME: 0468**