

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPPITAL CORPORATION		06/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	INSULAIR, INC.		
Street Address:	35275 Welty Road		
City:	Vernalis		
State/Country:	CALIFORNIA		
Postal Code:	95385		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2139778	I	
Registration Number:	2139779	INSULAIR	
Registration Number:	2127523	INSULAIR	
Serial Number:	78162241	INSU-LOC	
Serial Number:	78162238	FOOD-LOC	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6504939300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	16782		

CH \$140.00 2139778

NAME OF SUBMITTER:	John L. Slafsky
Signature:	/John L. Slafsky/
Date:	06/29/2006
Total Attachments: 4 source=Release of Security Agreement#page1.tif source=Release of Security Agreement#page2.tif source=Release of Security Agreement#page3.tif source=Release of Security Agreement#page4.tif	

**TERMINATION AND RELEASE
OF PATENT AND TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Patent and Trademark Security Agreement (this "Termination") is executed by **General Electric Capital Corporation**, as the Secured Party (as defined in the Patent and Trademark Security Agreement referenced below) in favor of **Insulair, Inc.**, a California corporation (the "Debtor"), and is effective as of June 23, 2006.

RECITALS

A. WHEREAS, Debtor and Secured Party entered into that certain Patent and Trademark Security Agreement, dated as of September 25, 2002 (the "Security Agreement") and pursuant to the Security Agreement, Debtor pledged and granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patent(s) and Trademark(s) (the "Patent Collateral" and the "Trademark Collateral" as defined in the Security Agreement), including, without limitation, the patents and trademarks identified on Schedule I attached hereto;

B. WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office with respect to certain patents and trademarks, for the purpose of securing the prompt payment, performance and observance of the secured obligations, as set forth in the Security Agreement;

C. WHEREAS, the Debtor has satisfied all of its indebtedness, obligations and liabilities to Secured Party under the Security Agreement, and the Secured Party wishes to terminate and release its security interest in the Patent Collateral and the Trademark Collateral in favor of Debtor, including, without limitation, the patents and trademarks identified on Schedule I, attached hereto;

NOW, THEREFORE, for valuable consideration Secured Party hereby terminates and releases its security interest in Debtor's Patent Collateral and Trademark Collateral, including, without limitation, the patents and trademarks identified on Schedule I, and the Secured Party hereby assigns and transfers to Debtor, without representations, warranty or recourse (other than a warranty that Secured Party has not assigned or transferred its right, title and interest in and to the intellectual property to any other person or entity), all of Secured Party's right, title and interest in and to the Patent Collateral and Trademark Collateral, including, without limitation, the patents and trademarks listed on Schedule I, effective as of the date set forth above. Secured Party will execute such further documents as deemed reasonably necessary by Debtor to confirm and effect this termination and release.

This Termination, and all terms, covenants and provisions hereof, shall inure to the benefit of, and be binding upon, Secured Party and Debtor and their respective successors and assigns.

Nothing in this Termination shall be deemed to have any effect on any other agreements between the Debtor and the Secured Party (which include, but are not limited to the warrant issued by the Debtor to the Secured Party expiring September 25, 2012) other than the Security Agreement.

IN WITNESS WHEREOF, this Termination is executed as of the date first above written.

General Electric Capital Corporation
Secured Party

By: James H. Kuntz

Name: James H. Kuntz

Title: Authorized Signatory

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS:

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

Title	Patent/Serial Number	Issue/Filing Date
Three-layered insulated cup and method of manufacture	6,422,456	7/23/02
Insulated cup and method of manufacture	6,378,766	4/30/02
Insulated cup and method of manufacture	6,257,485	07/10/01
Insulated cup and method of manufacture	6,196,434	03/06/01
Insulated cup and method of manufacture	6,085,970	07/11/00
Lid for drinking cup	D 417,845	12/21/99
Multi-layered insulated cup formed from folded sheet	5,964,400	10/12/99
Multi-layered insulated cup formed from folded sheet	5,697,550	12/16/97
Multi-layered insulated cup formed from folded sheet	5,660,326	8/26/97
Multi-layered insulated cup formed of one continuous sheet	RE 35,830	06/30/98

PATENT LICENSES: [to be added, if applicable]

PATENT LICENSES

Name of Agreement	Parties	Date of Agreement
License and Settlement Agreement	Insulair, Inc. and Design By US Company	4/21/98

TRADEMARKS:

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration Number	Registration Date
I (stylized)	2,139,778	02/24/98
INSULAIR	2,139,779	02/24/98
INSULAIR	2,127,523	01/06/98

APPLICATIONS

Mark	Serial Number	Filing Date
INSU-LOC	78/162241	9/9/02
FOOD-LOC	78/162238	9/9/02

COLLECTIVE MEMBERSHIP MARKS

Mark	Serial Number	Filing Date
NONE		

UNREGISTERED MARKS

Mark	Serial Number	Filing Date
NONE		

TRADEMARK LICENSES: [to be added, if applicable]

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement

RECORDED: 10/09/2002

PATENT
REEL: 013362 FRAME: 0118

RECORDED: 06/29/2006

TRADEMARK *PK*
1/20/06
REEL: 003340 FRAME: 0486