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### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination of Security Interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		I07/10/2006 I	national banking association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	PAL Laboratories, Inc.
Street Address:	3075 NW 107 Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33172
Entity Type:	CORPORATION: FLORIDA

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2615187	NAT WAY
Registration Number:	1771061	PAL
Serial Number:	78211254	NUTRIKWIK

#### **CORRESPONDENCE DATA**

Fax Number: (919)416-8339

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

Phone: 919 286-8049

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 031752.2 TTPALJES

NAME OF SUBMITTER: John E. Slaughter

TRADEMARK

REEL: 003353 FRAME: 0793

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Signature:	/John E. Slaughter/
Date:	07/24/2006
Total Attachments: 2 source=Term-T PAL#page1.tif source=Term-T PAL#page2.tif	

TRADEMARK REEL: 003353 FRAME: 0794

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 10, 2006, is made by Bank of America, N.A., as Collateral Agent (the "Secured Party").

WHEREAS, PAL Laboratories, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on April 1, 2004 at Reel 2822 and Frame 0091; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

- all of the Grantor's Trademarks to which the Grantor is a party including those referred to on <u>Schedule A</u> attached hereto;
  - 2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - 3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Collateral Agent

Name:

By:

Title:

Anne M. Zeschke

Assistant Vice President

## Schedule A

## PAL Laboratories, Inc. (Florida Corporation)

## U.S. Trademarks

## **Registered Marks**

Mark # # # # # # # # # # # # # # # # # # #	Registration No.	Registration Date
NAT WAY	2615187	9/3/02
PAL and Design	1771061	5/18/93

# **Pending Application**

Mark	Appl. No.	E Filing Date
NUTRAKWIK (Stylized)	78211254	2/5/03

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**RECORDED: 07/24/2006** 

**TRADEMARK REEL: 003353 FRAME: 0796**