

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
Bank One, N.A.		07/27/2006	Association:

RECEIVING PARTY DATA

Name:	Orange Glo International, Inc.
Street Address:	8200 E. Maplewood Ave.
Internal Address:	Attn: John Flanders
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	76422988	AAAH!
Registration Number:	2794902	CLEAN EASY, BREATHE EASY!
Serial Number:	78322278	A VIRTUAL VACUUM FOR WATER
Serial Number:	78350722	BANANA BLAST!
Serial Number:	78293999	
Serial Number:	78277543	
Registration Number:	2869586	
Serial Number:	76507504	KA-POW
Serial Number:	78116915	MILLIONS BELIEVE FOR A REASON
Registration Number:	2872537	MILLIONS BELIEVE FOR A REASON
Serial Number:	78332703	MOUNTAIN VALLEY
Serial Number:	78172899	ORANGE CLEAN
Registration Number:	2855122	ORANGE CLEAN

OP \$1540.00 76422988

Serial Number:	78248439	ORANGE GLO
Registration Number:	2858006	ORANGE GLO
Serial Number:	78327259	OxiWASH
Serial Number:	78327684	OxiWASH
Serial Number:	76482154	POWER CRÈME
Serial Number:	76482386	SHAZAM
Serial Number:	78322276	SHAZAAMY THE SUPER SHAMMY
Serial Number:	76482388	STAIN STOMPER
Serial Number:	78112773	UNLEASH THE POWER OF OXYGEN
Serial Number:	78203411	CLEAN EASY, BREATHE EASY!
Serial Number:	76098599	GREAT CLEANERS REALLY DO GROW ON TREES
Registration Number:	2467988	GREAT CLEANERS REALLY DO GROW ON TREES
Serial Number:	76154324	KABOOM
Registration Number:	2548477	KABOOM
Serial Number:	78116295	KABOOM
Registration Number:	2785030	KABOOM
Serial Number:	73688814	MOPSTER
Registration Number:	1491182	MOPSTER
Serial Number:	76116810	
Registration Number:	2544402	
Serial Number:	74438313	ORANGE CLEAN
Registration Number:	1851259	ORANGE CLEAN
Serial Number:	78116460	ORANGE CLEAN
Registration Number:	2776887	ORANGE CLEAN
Serial Number:	75309020	ORANGE ELIMINATOR
Registration Number:	2319693	ORANGE ELIMINATOR
Serial Number:	75089084	ORANGE GLO
Registration Number:	2108399	ORANGE GLO
Serial Number:	76014354	ORANGE GLO (DESIGN)
Registration Number:	2494108	ORANGE GLO (DESIGN)
Serial Number:	78216505	ORANGE GLO MADE WITH PURE ORANGE OIL
Registration Number:	2802502	ORANGE GLO MADE WITH PURE ORANGE OIL
Serial Number:	76041207	ORANGE GLO PROFESSIONAL SERIES
Registration Number:	2537319	ORANGE GLO PROFESSIONAL SERIES
Serial Number:	75161050	Oxi2CLEAN

Registration Number:	2140247	OXI2CLEAN
Serial Number:	76024788	OXICLEAN
Registration Number:	2430077	OXICLEAN
Serial Number:	75697473	POWER PASTE
Registration Number:	2326664	POWER PASTE
Serial Number:	75334531	POWERED BY THE AIR YOU BREATHE, ACTIVATED BY THE WATER YOU DRINK
Registration Number:	2296569	POWERED BY THE AIR YOU BREATHE, ACTIVATED BY THE WATER YOU DRINK
Serial Number:	75334507	SLICK SHIELD
Registration Number:	2347493	SLICK SHIELD
Serial Number:	75869435	THE STAIN SPECIALIST
Registration Number:	2423215	THE STAIN SPECIALIST
Serial Number:	76158615	TUFF TERRY
Registration Number:	2727694	TUFF TERRY

CORRESPONDENCE DATA

Fax Number: (303)623-0552
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (303) 605-1575
Email: sniemiec@messner-reeves.com
Correspondent Name: Sarah L. Niemiec, Esq.
Address Line 1: 1430 Wynkoop St., Suite #400
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Joel A. Appel
Signature:	/Joel A. Appel/
Date:	08/01/2006

Total Attachments: 5
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July 27, 2006

Orange Glo International, Inc.
8200 E. Maplewood Avenue
Greenwood Village, Colorado 80111
Attention: Chief Financial Officer

Re: **Payoff Letter**

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of March 15, 2004 (as amended, the "Credit Agreement"), among Orange Glo International, Inc., a Colorado corporation ("Borrower"), the other loan parties signatory thereto (the "Loan Parties"), JPMorgan Chase Bank, N.A., a national banking association and successor by merger to Bank One, N.A., as agent ("Agent"), and the Lenders party thereto, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower expects to repay in full all obligations and liabilities of the Borrower to Lenders and Agent under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt today of (i) a federal funds wire transfer in the amount of \$9,765.83 (the "Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrower (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to deliver to the Borrower the original stock certificates and other instruments in Agent's possession and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests in all of the assets and property of the Borrower and the Loan Parties (the "Property") and authorizes the Borrower to prepare and file all UCC-3 termination statements, mortgage releases, releases of liens, discharges, terminations and other release documentation as the Borrower deems necessary to release Agent's liens and security interests in the Property.

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including,

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without limitation, for principal, interest and fees) and other obligations of the Borrower under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by the Borrower as may be necessary to release its security interests in the Property. The Borrower agrees to pay Agent for all out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitments of Lenders and Agent to make Loans or issue Facility LCs under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans or issue Facility LCs to the Borrower or to renew, extend or amend any existing LC Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrower and the other Loan Parties to Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms. Agent and Lenders hereby waive any notice requirements related to termination to which they may be entitled pursuant to the Credit Documents.

The Payoff Amount referred to above, should be sent by federal funds wire transfer today to: JPMorgan Chase Bank, N.A., ABA No.: 021000021, Asset Based Operations, Account No.: 400999773, Ref.: Orange Glo.

In addition, the Borrower agrees that, upon the Payoff Effective Time, Borrower releases the Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Borrower ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents.

The Payoff Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by Agent and credited to the Borrower's account with Agent are good collected funds. In consideration of Agent and Lenders' release of the Liens and security interests in and to any Property, the Borrower agrees to reimburse Agent for all losses and

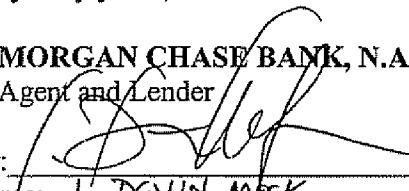
liabilities which Agent may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check together with any expenses or other charges incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Agent promptly by the Borrower upon Agent's demand therefor, and the amount of such demand shall be conclusive upon the Borrower in the absence of manifest error. All claims hereunder must be made within sixty (60) days of the Payoff Effective Time.

This Agreement shall be governed by the internal laws of the State of Colorado. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

If you need additional information, please do not hesitate to contact us.

Very truly yours,

JPMORGAN CHASE BANK, N.A.,
as Agent and Lender

By: 
Name: J. DEVIN MECK
Its: VICE PRESIDENT

ACCEPTED and AGREED:

ORANGE GLO INTERNATIONAL, INC.

By: _____
Name:
Title:

GREENWOOD VILLAGE INVESTMENTS, LLC

By: _____
David B. Appel
Chairman

ORANGE GLO DE MEXICO, S. DE R.L. DE C.V.

By: _____
David B. Appel
Chairman

ORANGE GLO JAPAN LTD.

By: _____
David B. Appel
Chairman

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ORANGE GLO KOREA CO. LTD.

By: David B. Appel
David B. Appel
Chairman

ORANGE GLO EUROPE LTD

By: David B. Appel
David B. Appel
Chairman

ORANGE GLO DEUTSCHLAND GMBH

By: David B. Appel
David B. Appel
Chairman

ORANGE GLO FRANCE SAS

By: David B. Appel
David B. Appel
Chairman

ORANGE GLO DO BRASIL LTDA.

By: David B. Appel
David B. Appel
Chairman

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If you need additional information, please do not hesitate to contact us.

Very truly yours,

JPMORGAN CHASE BANK N.A.
as Agent and Lender

By: _____
Name: _____
Its

ACCEPTED and AGREED

ORANGE GLO INTERNATIONAL INC

By: Joe A. Appel
Name: Joe A. Appel
Title: President/COO

GREENWOOD VILLAGE INVESTMENTS LLC

By: David B. Appel
David B. Appel
Chairman

ORANGE GLO DE MEXICO S. DE RL. DE CV

By: David B. Appel
David B. Appel
Chairman

ORANGE GLO JAPAN LTD.

By: David B. Appel
David B. Appel
Chairman

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