

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Guaranty Business Credit Corporation		03/31/2006	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Omnii Products of Palm Beach, Inc.
<b>Street Address:</b>	1500 North Florida Mango Road
<b>City:</b>	West Palm Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33409
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2858977	BASED IN EVIDENCE
Registration Number:	3024715	CAVAREST
Registration Number:	2467807	CAVITYSHIELD
Registration Number:	2294700	COMPLIANCE
Registration Number:	2296752	COMPLIANCE
Registration Number:	2552943	COMPLIANCE
Registration Number:	2300756	CONTROLRX
Registration Number:	0828118	DUOPRIN
Registration Number:	2304703	NICE CREAM
Registration Number:	1474719	OMNI
Registration Number:	2277336	OMNII PRODUCTS
Registration Number:	1607064	OMNII W&B WHITE & BRITE
Registration Number:	2788794	ORTHOWASH

CH \$540.00 2858977

Registration Number:	2252144	SINGLES
Registration Number:	3036764	SOOTHERX
Registration Number:	2648998	TANGO DAILY TONGUE CLEANER
Registration Number:	2786533	THERAGUM
Registration Number:	3030615	THERAMINTS
Registration Number:	2266444	WHITE & BRITE ULTIMATE
Registration Number:	2312958	WHITE & BRITE ULTIMATE
Registration Number:	3058263	VANISH

**CORRESPONDENCE DATA**

Fax Number: (651)736-3783  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7157366989  
Email: trademarks@mmm.com  
Correspondent Name: James F. Voegeli  
Address Line 1: 2501 Hudson Road  
Address Line 2: 220-9E-01  
Address Line 4: St. Paul, MINNESOTA 55144

ATTORNEY DOCKET NUMBER:	0602158
NAME OF SUBMITTER:	James F. Voegeli
Signature:	/James F. Voegeli/
Date:	08/29/2006

**Total Attachments: 5**  
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March 31, 2006

**VIA TELECOPY**

Omni Products of Palm Beach, Inc.  
1500 N. Florida Mango Road  
West Palm Beach, Florida 33409

3M Corporation  
3M Center  
St. Paul, Minnesota 55144

Re: Loan and Security Agreement, dated as of December 30, 2004, between Guaranty Business Credit Corporation ("GBCC") and Omni Products of Palm Beach, Inc. ("Borrower") (as amended from time to time, the "Loan Agreement"); capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement

Ladies and Gentlemen:

1. Borrower has informed GBCC that it desires to repay in full on April 3, 2006, the indebtedness evidenced by the Loan Agreement from the proceeds of the acquisition of Borrower by 3M Corporation ("3M"). To induce GBCC to terminate GBCC's security interest in the collateral pledged to GBCC under the Loan Agreement or in connection therewith in the manner set forth herein, Borrower agrees to pay GBCC the Payoff Amount. As of the Payoff Date, the Payoff Amount is \$3,490,221.40, plus a *per diem* of \$836.90 for each day thereafter until the Payoff Amount (as adjusted for such *per diem*) is paid. Comprising the Payoff Amount are (a) the outstanding principal balance of \$3,383,882.46, (b) accrued but unpaid interest and fees of \$34,654.78, plus any *per diem*, and (c) the early termination fee of \$71,684.16. The Payoff Amount shall be paid by wire transfer in accordance with the following instructions:

Bank: Guaranty Bank  
ABA #: 314970664  
Account #: 3800436598  
Name: Guaranty Business Credit Corp.  
Reference: Omni Products of Palm Beach, Inc.

If the entire Payoff Amount is not received by GBCC prior to 2:00 p.m., Dallas, Texas, time, on a day, it shall be deemed to have been received on the next business day and shall be increased by the *per diem* for each day that elapses until the next business day.

2. Upon the receipt of the entire Payoff Amount as aforesaid and upon receipt of this letter agreement, fully executed by all parties hereto (the "Payoff Date"), (a) all indebtedness and liabilities of Borrower to GBCC will be discharged in full, *provided*, that nothing contained herein shall affect, alter, impair, or release Borrower from (i) any obligations that by their terms survive repayment of the indebtedness and liabilities owing to GBCC or (ii) Borrower's obligations hereunder; (b) all security interests and liens upon any of the assets of Borrower in favor of GBCC shall terminate; and (c) Borrower will be authorized to terminate the UCC-1 financing statements naming GBCC as secured party and Borrower as debtor. GBCC also agrees to execute and deliver, at the cost and expense of Borrower, such other and further documents and agreements as may be reasonably requested by Borrower in order to effect and evidence more fully the termination and release of the security interests and liens of GBCC provided for herein, including, without limitation, a release of the mortgage recorded in Benton County, Arkansas.

3. To the extent GBCC receives payments from Borrower's customers on Borrower's accounts receivable on or after the date hereof, GBCC agrees to remit the amount of such payments to Borrower. Borrower and 3M agree to pay GBCC, on demand, together with any fees and expenses associated therewith, (a) the amount of any such remittance made by GBCC to Lender and (b) the amount of any payment received by GBCC from Borrower's customers on Borrower's accounts receivable prior to the date hereof and applied to Borrower's account with GBCC in determining the Payoff Amount if, in either case, the payment made by the customer of Borrower to GBCC is returned to GBCC unpaid for any reason. In the event that any payment on Borrower's accounts receivable received by GBCC and either remitted to Borrower or applied to Borrower's account with GBCC is sought to be recovered by the payor or a representative thereof (including a trustee in bankruptcy or assignee for the benefit of creditor), then GBCC shall promptly so advise Borrower and 3M in writing. Following the aforementioned written notice, Borrower and 3M shall have the exclusive right and obligation, at their sole cost and expense, to contest, defend or settle such claim. Borrower and 3M hereby, jointly and severally, agree to indemnify and hold GBCC harmless from any loss, damage or expense arising out of the assertion of such claim.

4. In consideration of the agreements contained herein, each of Borrower, Dunhall Pharmaceuticals, Inc., Charles Jackson, Kevin Thomas, and Jennifer Jackson hereby releases GBCC and its officers, directors, shareholders, affiliates, and employees from any and all claims, suits, damages, costs or liabilities of any nature arising in whole or in part under or in connection with the Loan Agreement or the transactions contemplated thereby, including, without limitation, any such claims, suits, damages, cost or liabilities arising out of or relating to a claim of breach of contract, fraud, lender liability or misconduct, breach of fiduciary duty, usury, unfair bargaining position, unconscionability, violation of law, negligence, error or omission in accounting or calculations, misappropriation of funds, tortious conduct or reckless or willful misconduct, whether known or unknown.

5. GBCC enters into this agreement under the express assumption that 3M has conducted an independent and thorough investigation of the creditworthiness of Borrower and

Omni Products of Palm Beach, Inc.  
JM Corporation  
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the genuineness or quality of Borrower's accounts receivable, inventory and/or any other collateral of Borrower upon which Lender may be relying.

6. GBCC makes no representations, warranties, agreements and statements concerning Borrower, its business, financial condition, creditworthiness, prospects, the nature of the relationship between Borrower and its customers, the accuracy, genuineness or quality of Borrower's accounts receivable or inventory or the financial condition of Borrower's customers.

7. This Agreement shall be governed by the laws of the State of Texas.

8. This letter agreement may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile transmission shall be equally as effective as delivery of an executed hard copy of the same. Any party delivering an executed counterpart of this letter agreement by telefacsimile transmission shall also deliver an executed hard copy of the same, but the failure by such party to deliver an executed hard copy shall not affect the validity, enforceability, and binding effect of this letter agreement.

If the foregoing is in accordance with your understanding of our agreement, please authenticate by signing in the place and manner provided below.

Sincerely,

Guaranty Business Credit Corporation

By: \_\_\_\_\_  
Name: Clifford P. Dale  
Title: Vice President

ACKNOWLEDGED AND AGREED:

JM Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Omnii Products of Palm Beach, Inc.  
3M Corporation  
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Page 3

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If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing in the place and manner provided below.

Sincerely,

**Guaranty Business Credit Corporation**

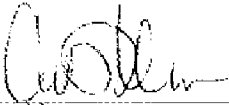
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

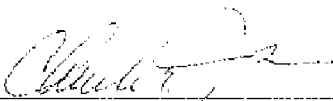
**3M Corporation**


By: *T. R. Engels*  
Name: Thomas R. Engels  
Title: Division Vice President

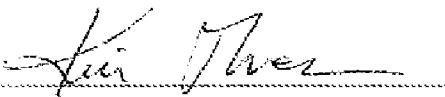
**Omni Products of Palm Beach, Inc.**

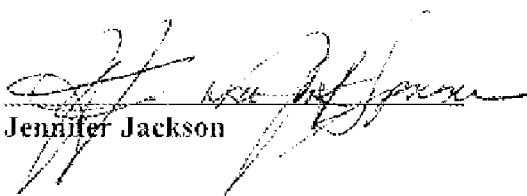
By:   
Name: Curtis F. Wiseman  
Title: CFO

**Dunhall Pharmaceuticals, Inc.**

By:   
Name: Charles A. Jackson  
Title: President

  
Charles Jackson

  
Kevin Thomas

  
Jennifer Jackson