

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
The CIT Group/Business Credit, Inc., as Agent		09/29/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	NutraMax Products, Inc.
Street Address:	51 BLACKBURN DRIVE
City:	Gloucester
State/Country:	MASSACHUSETTS
Postal Code:	01930
Entity Type:	CORPORATION: DELAWARE

Name:	NutraMax Holdings, Inc.
Street Address:	51 BLACKBURN DR
City:	Gloucester
State/Country:	MASSACHUSETTS
Postal Code:	01930
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	74034915	FRESH 'N EASY
Serial Number:	74135721	PURE & GENTLE
Serial Number:	73388811	SWEET 'N FRESH
Serial Number:	74129650	SWEET LOVE

CORRESPONDENCE DATA

Fax Number: (312)261-1532
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$115.00 74034915

Phone: 312.261.2238
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Correspondent Name: Stan Sneeringer
Address Line 1: 161 N. Clark Street
Address Line 2: Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	200661453
NAME OF SUBMITTER:	Stan Sneeringer
Signature:	/Stan Sneeringer/
Date:	10/05/2006

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 29th day of September 2006 by The CIT Group/Business Credit, Inc., as Agent (the "Agent") for the benefit of NutraMax Products, Inc. ("NutraMax"); Adhesives Coatings, Inc. ("Adhesive"); First Aid Products, Inc. ("First Aid"); Powers Pharmaceutical Corporation ("Powers"); Certified Corp. ("Certified"); NutraMax Holdings II, Inc. ("NutraMax II") and F.A. Products, L.P. ("First Aid LP") (NutraMax, Adhesive, First Aid, Powers, Certified, NutraMax II and First Aid LP collectively referred to herein as, the "Debtors").

WHEREAS, Debtors entered into that certain Credit Agreement dated as of February 2, 2001, with the Agent and the lenders (the "Lenders") party thereto from time to time (as amended to date, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the Debtors' obligations under the Credit Agreement, the Debtors, Agent and Lenders entered into a Pledge and Security Agreement, dated as of February 2, 2001 (the "Security Agreement"), pursuant to which Debtors granted to the Agent, for the benefit of the Lenders, security interests in and liens on all of the Debtors' assets;

WHEREAS, NutraMax and NutraMax Holdings, Inc. each entered into a Trademark Security Agreement, each dated as of February 2, 2001 (collectively, the "Trademark Security Agreements") pursuant to which such Debtors granted to Agent for the benefit of the Lenders a security interest in all of such Debtor's trademark and service mark applications and registrations listed on Exhibit A attached thereto, and each trademark license and service mark license listed on Exhibit B attached thereto, including, without limitation, all proceeds of such trademark and service mark applications and registrations and trademark licenses and service mark licenses (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to such trademark and service mark applications and registrations and trademark licenses and service mark licenses throughout the world and all renewals of such trademark and service mark applications and registrations and extensions of trademark licenses and service mark licenses (collectively, the "Trademarks") and the goodwill of the business connected with the use of, and symbolized by, each Trademark.

WHEREAS, the Agent has filed with the United States Patent and Trademark Office ("USPTO") notices of security interests in the Trademarks;

WHEREAS, the Debtors have sold their personal care business division (the "Business") and have applied the net proceeds of such sale to pay certain Obligations under the Credit Agreement;

WHEREAS, the Debtors have requested that the Agent release its security interest in certain Trademarks used exclusively in connection with the Business and listed on Exhibit A attached hereto (the "Released Trademarks");

WHEREAS, NutraMax is the successor by merger to NutraMax Holdings, Inc.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of and with the consent or at the direction of the Lenders, agrees as follows:

1. Release of Security Interest. The Agent hereby irrevocably terminates, releases and discharges any and all security interests in the Released Trademarks granted by Debtors under the Security Agreement and the Trademark Security Agreements.
2. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for Debtors with the USPTO.
3. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtors may reasonably require to effect the intent and purpose of this Release.
4. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings given to such terms in the Credit Agreement.
5. Governing Law. This Release shall be governed by and construed and enforced under the laws of The State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent on behalf of the Lenders has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

THE CIT GROUP/BUSINESS CREDIT, INC.

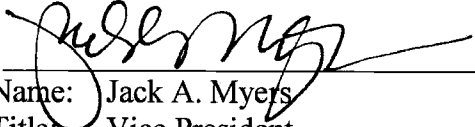
By: 
Name: Jack A. Myers
Title: Vice President

EXHIBIT A

Trademarks

<u>Mark</u>	<u>Serial/Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
FRESH 'N EASY	74034915	3/5/1990	1,641,718	4/16/91
PURE & GENTLE	74135721	2/4/1991	1,709,678	8/25/1992
SWEET 'N FRESH	73388811	9/24/1982	1,266,817	2/14/1984
SWEET LOVE	74129650	1/11/1991	1,692,385	6/9/1992