Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Dymas Funding Company, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Limited Liability Company

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Johnsonite Inc.
Internal Address:
Street Address: 16910 Munn Road
City: Chagrin Falls
State: Ohio
Country: U.S.A. Zip: 44023

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship U.S.A.
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 30, 2007

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release & discharge of Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76090979 76296317 76479757

B. Trademark Registration No.(s)
See addendum

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: D. Peter Hochberg
Internal Address: D. Peter Hochberg Co., L.P.A.
Street Address: 1940 East 6th Street - 6th Floor
City: Cleveland
State: Ohio Zip: 44114
Phone Number: (216) 771-3800
Fax Number: (216) 771-3804
Email Address: dphdocket@aol.com

6. Total number of applications and registrations involved: 62

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 1,565.00--

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2001
Expiration Date 05/08

b. Deposit Account Number

Authorized User Name D. Peter Hochberg

9. Signature:

Signature — March 22, 2007 Date

D. Peter Hochberg
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $1565.00 76090979

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Addendum to box "4 B. Trademark Registration No.(s):"

0725793	2637226
0867337	2644394
0870440	2682040
0885386	2692623
0904827	2718623
1388394	2748230
1474193	2772254
1616426	2786369
1853407	2792636
1922029	2793112
1932090	2805642
1947335	2805643
1978623	2816211
2006547	2818603
2052008	2821460
2078112	2823965
2124243	2832516
2185272	2841956
2233414	2875476
2260073	2875478
2370074	2875479
2422030	2875480
2422031	2934482
2462519	2975477
2486058	2978695
2488271	2986606
2501329	2999716
2536716	3003166
2538311	3064416
2614978	

DYMAS
CAPITAL MANAGEMENT COMPANY, LLC

GENERAL RELEASE

JOHNSONITE INC. SUCCESSOR OF DURAMAX, INC.

Attention: Mr. Chris Webb

Re: Security Agreement dated as of May 3, 2004, by Duramax Inc. and certain of Duramax' affiliates in favour of Dymas Funding Company, LLC in its capacity as Administrative Agent for certain lenders (collectively, the "Lenders"), as supplemented or modified from time to time (the "Security Agreement")

Gentlemen:

We refer you to the above-mentioned Security Agreement and all ancillary documents related thereto.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we hereby expressly acknowledge and agree that all amounts in principal, interest and fees which are due to us and the Lenders under the terms of the Security Agreement have been paid in full, whereof quit.

In consideration of the aforesaid payment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we hereby:

1. waive any requirement of prior notice under the Security Agreement in connection with the prepayment of all amounts due to us thereunder;

2. release and discharge, each and every one of the security interests, assignments, charges and other liens granted directly or beneficially in favour of the undersigned and the Lenders pursuant to or in connection with the Security Agreement (collectively, the "**Security**") in each of the following right, title and interest:

    a) letter patents, design patents and utility patents listed on the annexed Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

    b) copyrights listed on the annexed Schedule B, which copyrights are registered in the United States Copyright Office (the "Copyrights");

    c) trademarks and service marks listed on the annexed Schedule C, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

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3. acknowledge that the Security shall cease to be of any force or effect whatsoever as of and from the execution hereof;

4. covenant and agree to execute and deliver to Johnsonite Inc. or its designated agent or representative at Johnsonite's expense, contemporaneously with the signing of this general form of release or as soon as possible thereafter, upon request, deeds of discharge, deeds of acquittance and applications for registration, in registerable form and in sufficient quantity to permit Johnsonite Inc. or its designated agent or representative to effect the registration or publication of the discharge, acquittance and release of the Security wheresoever required by law, the whole at the expense of Johnsonite Inc.

SIGNED in Chicago, IL, this 30th (__) day of January, 2007.

DYMAS FUNDING COMPANY LLC

Per: ALBERT M. RICCHIO
MANAGING DIRECTOR

and Per:

ANDREW D. MAREK
MANAGING DIRECTOR

TRADEMARK
RECORDED: 03/22/2007 REEL: 003508 FRAME: 0552