

**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
Dime Commercial Corporation		01/13/2004	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Novex Systems International, Inc.
<b>Street Address:</b>	42 Forest Lane
<b>City:</b>	Bronxville
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10708
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	0586057	STA-DRI
Registration Number:	0591829	LINK
Registration Number:	0630254	POR-ROK
Registration Number:	0644047	STA-DRI
Registration Number:	0851278	DURALOX
Registration Number:	0853026	GROUT-ON
Registration Number:	0853495	TILECRETE
Registration Number:	0864449	NU-C-MENT
Registration Number:	0869256	LEVELON
Registration Number:	0871586	BONDALL
Registration Number:	0898084	DASH PATCH
Registration Number:	0898085	LEV-L-ASTIC
Registration Number:	1737632	FIBERFORCE

**CORRESPONDENCE DATA**

**900083931**

**TRADEMARK  
 REEL: 003597 FRAME: 0675**

**CH \$340.00 0586057**

Fax Number: (646)424-0880  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 646 424 0770  
Email: mag@scgb-law.com  
Correspondent Name: Meyer A. Gross  
Address Line 1: 292 Madison Avenue  
Address Line 2: 19th Floor  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	1322-000
NAME OF SUBMITTER:	Meyer A. Gross
Signature:	/Meyer A. Gross/
Date:	08/09/2007

Total Attachments: 5  
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RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not To Sue ("Release") is made this 13th day of January, 2004, by and between Dime Commercial Corp., a New York corporation ("Dime") in favor of Novex Systems International, Inc., a New York corporation ("Novex") and the Novex Shareholders (as defined herein), pursuant to that Settlement Agreement among Dime, Novex, and the Novex Shareholders of even date herewith (the "Settlement Agreement").

1. Definitions.

As used in this Release:

a. "Affiliate" shall mean any Person owning or controlling, owned or controlled by, or under any form of common or related ownership or control, directly or indirectly, with any Person.

b. "Novex Releasees" mean Novex, the Novex Shareholders, and all of their respective Affiliates, and their respective directors, officers, employees, representatives, agents, attorneys, predecessors, successors, assigns, heirs, executors and administrators, past, present and future.

c. "Dime Releasors" shall mean Dime and all of its Affiliates, and their respective directors, officers, employees, representatives, agents, attorneys, predecessors, successors, assigns, heirs, executors and administrators, past, present and future.

d. "Novex Shareholders" shall mean the following individuals: Daniel Dowe, Janet Dowe, David Dowe, Keith DeMatteis, and ~~Peter Cane~~.

e. "Person" shall mean any individual, corporation, partnership (general, limited, or limited liability), association, limited liability company, trust, estate or other entity.

2. Release of and Covenant Not To Sue Dime.

a. Dime, for itself and the Dime Releasors, hereby releases the Novex Releasees from any and all claims, debts, demands, suits, causes of action, sums of money, accounts, reckonings, contracts, controversies, damages, costs, expenses and liabilities, of whatever name or nature, whether in law, equity or any administrative proceeding, whether now known or hereafter discovered, which Dime has had, does have, or may in the future have, against the Novex Releasees, of any name or nature, from the beginning of the world through and including the later of (i) the date of this Release or (ii) the date this Release is released from escrow to Dime pursuant to the Settlement Agreement, arising out of, resulting from, or relating to those civil actions in the Superior Court of New Jersey captioned Dime Commercial Corp. v. Novex Systems International, Inc., Superior Court of New Jersey, Law Division, Passaic County, Docket No. PAS-L-1577-02 (the "Law Division Action") and Dime Commercial Corp. v. Novex Systems International, Inc. et al., Superior Court of New Jersey, Chancery Division, Docket No. PAS-F-5859-02 (the "Chancery Division Action") (the Law Division Action and the Chancery

Division Action being hereinafter sometimes collectively referred to as, the "Actions"), or the loans which were the subject of the Actions. The release set forth in this Paragraph 2.a. does not include and shall not extend to: (a) Novex's obligations under the Settlement Agreement, or any claim by Dime to enforce the Settlement Agreement in the event of a breach thereof by Dime; (b) Novex's failure to comply, during the period of Novex's ownership of the real property commonly known as # 9 and #16 Cherry Street, Tax Lots 84 and 97 in Block 59.06, City of Clifton, Passaic County, New Jersey (the "Property") with Environmental Laws applicable to the Property, to the extent that the need for such compliance arose out of actions, omissions or conditions which existed prior to Dime's acquiring title to the Property and not any action or omission of any owner of the Property subsequent to Novex or condition on the Property which came into existence after Dime acquired title to the Property. As used herein, "Environmental Laws" shall mean all federal, state and local laws, legal requirements, statutes, regulations, standards, guidelines, interpretations, permits, licenses, agreements, stipulations, orders and consent orders, constitutions, resolutions, codes, ordinances and common law, whether now existing or hereafter enacted, promulgated, adopted or otherwise created, relating to environmental protection or environmental matters; and (c) any loan or lending relationship between any of the Novex Releasees and Dime or any of the Dime Releasors other than the loans which were the subject of the Actions.

b. Pursuant to the Settlement Agreement, Dime, for itself and the Dime Releasors, covenants to refrain from instituting, initiating, or participating in, directly or indirectly, any action or proceeding against the Novex Releasees with respect to any matter within the scope of the release set forth in Paragraph 2.a. above. Dime specifically covenants and agrees, for itself and the Dime Releasors, that none of them shall be a party to any proceeding whereby any Person asserts, joins in or cooperates with the assertion or prosecution of any claim or defense against Novex Releasees arising out of the Actions or the loans which were the subject of the Actions. The covenant not to sue set forth in this Paragraph 2.b. does not include and shall not extend to: (a) Novex's obligations under the Settlement Agreement, or any claim by Dime to enforce the Settlement Agreement in the event of a breach thereof by Dime; (b) Novex's failure to comply, during the period of Novex's ownership of the Property with Environmental Laws applicable to the Property, to the extent that the need for such compliance arose out of actions, omissions or conditions which existed prior to Dime's acquiring title to the Property and not any action or omission of any owner of the Property subsequent to Novex or condition on the Property which came into existence after Dime acquired title to the Property. As used herein, "Environmental Laws" shall mean all federal, state and local laws, legal requirements, statutes, regulations, standards, guidelines, interpretations, permits, licenses, agreements, stipulations, orders and consent orders, constitutions, resolutions, codes, ordinances and common law, whether now existing or hereafter enacted, promulgated, adopted or otherwise created, relating to environmental protection or environmental matters; (c) any loan relationship between any of the Novex Releasees and Dime or any of the Dime Releasors other than the loans which were the subject of the Actions.

### 3. Authority.

Each individual signing this Release covenants, warrants and represents that he or she is authorized to sign this Release and to legally bind hereto the Person on behalf of whom or which

he or she signs. Each individual signing this Release on behalf of an entity covenants, warrants and represents that he or she has full authority to do so pursuant to an appropriate resolution or other action of its board of directors or other managing authority.

4. Construction.

Captions and headings within this Release are for the convenience of the parties only and do not limit, expand or modify the terms of this Release. This Release shall be construed in accordance with and governed by the laws of the State of New Jersey applicable to agreements made and to be wholly performed within the State of New Jersey. Any ambiguity in this Release shall not be construed against the draftsman thereof, but rather shall be construed as if all parties jointly participated in the drafting thereof.


5. Miscellaneous.


This Release may be executed in counterparts, all of which shall be deemed to be one and the same instrument, and it shall be sufficient for each party to have executed at least one, but not necessarily the same, counterpart.

IN WITNESS WHEREOF, Dime, for itself and the Dime Releasors, intending to be legally bound, has executed this Release this 13<sup>th</sup> day of January, 2004.

*a) ten*  
ATTEST:

DIME COMMERCIAL CORP.

  
\_\_\_\_\_  
Clinton A. Poff

By:   
Peter J. Alvarez

*Ally Dale Schrey Mersel 1-21*  
SUPERIOR COURT OF NEW JERSEY

REC'D  
0/2 JUL 22 2004

PAID  
JUL 22 2004

FINANCE SECT.

POFF & BOWMAN LLC  
1600 Route 208 North  
Hawthorne, New Jersey 07504  
Telephone: (973) 636-9770  
Facsimile: (973) 636-9777  
Attorneys for Plaintiff

*Donald A. Prelam*  
Clerk

DIME COMMERCIAL CORP., a corporation organized and existing under the laws of the State of New York and authorized to do business within the State of New Jersey,  
  
Plaintiff,  
  
vs.  
  
NOVEX SYSTEMS INTERNATIONAL, INC., a corporation organized and existing under the laws of the State of New York,  
  
Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
PASSAIC COUNTY

DOCKET NO. PAS-L-1577-02

CIVIL ACTION

*J 2478-04*

WARRANT TO SATISFY JUDGMENT

TO THE CLERK OF THE SUPERIOR COURT OF NEW JERSEY:

On April 24, 2003, this Court entered Final Judgment in favor of the plaintiff and against the defendant in the sum of \$1,184,869.30, together with costs and interest; and

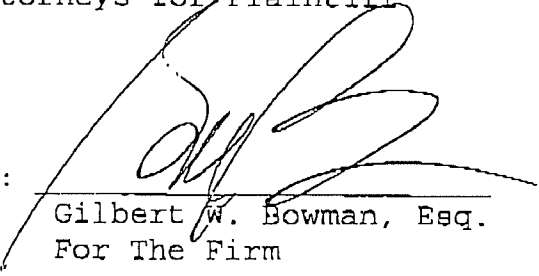
WHEREAS, Plaintiff has received satisfaction of the judgment;

NOW THEREFORE, you are hereby directed and authorized to enter this acknowledgment of satisfaction of the

judgment on the record and for your so doing, this shall be your sufficient warranted discharge in that behalf.

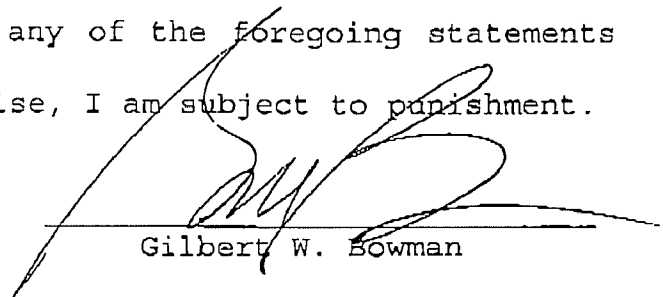
POFF & BOWMAN, LLC  
Attorneys for Plaintiff

DATED: 6-18-04

By:   
Gilbert W. Bowman, Esq.  
For The Firm

CERTIFICATION

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
Gilbert W. Bowman