# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

RELEASE BY SECURED PARTY NATURE OF CONVEYANCE:

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dymas Funding Company, LLC		108/28/2007 1	LIMITED LIABILITY COMPANY:

#### **RECEIVING PARTY DATA**

Name:	Vaddington North America, Inc.		
Street Address:	12 Stuart Road		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: MASSACHUSETTS		

### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1784169	CLASSICWARE
Registration Number:	2116122	FROM CONCEPT TO COMPLETION
Registration Number:	2552933	PARTY CHOICE
Registration Number:	2035637	STAX
Registration Number:	1898984	WE BRING MORE TO THE TABLE
Registration Number:	2002633	CATERLINE
Registration Number:	2015090	CATERLINE
Registration Number:	1448560	DUAL HEAT

#### **CORRESPONDENCE DATA**

900086044

Fax Number: (212)903-9100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-830-9541

marvin.lawrence@federalresearch.com Email:

Correspondent Name: Ms. Jada M. Horton

**REEL: 003614 FRAME: 0568** 

**TRADEMARK** 

	of the Americas W YORK 10105
ATTORNEY DOCKET NUMBER:	394342
NAME OF SUBMITTER:	Marvin Lawrence
Signature:	/mlaw/
Date:	09/04/2007
Total Attachments: 6 source=394342#page1.tif source=394342#page2.tif source=394342#page3.tif source=394342#page4.tif source=394342#page5.tif	

RECORDATION FORM COVER SHEET  TRADEMARKS ONLY			
	se 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 LLC Citizenship (see guidelines) Additional names of conveying parties attached? Yes No.  3. Nature of conveyance )/Execution Date(s): Execution Date(s) August 28, 2007  Assignment Merger Security Agreement Change of Name Other Termination of Security Interest  4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filling	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: Waddington North America, Inc.  Internal  Address:  Street Address: 12 Stuart Road  City: Chelmsford  State: MA  Country: USA  Association  Citizenship  General Partnership  Citizenship  Limited Partnership  Citizenship  Corporation  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)  d Identification or description of the Trademark.  B. Trademark Registration No.(s)  Please see Schedule B Attached.		
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Jada M. Horton  Internal Address: Linklaters  Street Address: 1345 Avenue of the Americas	6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00  Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed		
City: New York  State: NY  Phone Number: 212.830.9541  Fax Number: 212.903.9100	8. Payment Information:  a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number Authorized User Name		
9. Signature:  Jada M. Horton  Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 6		

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

## TERMINATION OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This TERMINATION OF SECURITY INTEREST IN PATENTS AND TRADEMARKS, dated as of August 28, 2007, is made by DYMAS FUNDING COMPANY, LLC, as the Collateral Agent (as defined below) (in such capacity, the "Secured Party").

WHEREAS, Waddington North America, Inc.; WNA Hopple Plastics, Inc.; WNA Cups Illustrated, Inc.; WNA Comet West, Inc.; and WNA American Plastic Industries, Inc. (the "Grantors") have granted security interests in certain personal property to the Secured Party pursuant to the terms of the Security Agreement dated as of December 30, 2005 by and among Waddington North America, Inc. (the "Company"), WNA Holding Company ("Holding Company"), each of the guarantors party thereto from time to time and General Electric Capital Corporation, as collateral agent for certain lenders (in such capacity, the "Original Collateral Agent") and as amended by Amendment Number One to Security Agreement dated as of February 8, 2006 (as amended from time to time on or before the date hereof, the "Agreement") by and among the Company, Holdings Company, the guarantors party thereto from time to time and Dymas Funding Company, LLC, as successor collateral agent to the Original Collateral Agent (in such capacity, the "Collateral Agent");

WHEREAS, the Grantors granted to Secured Party a security interest in all of their intellectual property, patents and trademarks as well as applications for any of the foregoing (collectively, "Intellectual Property");

WHEREAS, on the date hereof, the Grantors have satisfied and fulfilled all of their obligations to Secured Party and have requested that Secured Party cancel and terminate such liens and security interests; and

WHEREAS, on the terms and conditions set forth herein, the Secured Party has agreed to terminate and release its security interest under the Agreement in all of such Intellectual Property, including, without limitation, the Intellectual Property identified on Schedule A and Schedule B attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases, without representation or warranty of any kind or nature, whether express or implied, all mortgages, liens, and security interests granted under the Agreement in any and all of the Grantors' Intellectual Property, including but not limited to, the following:

#### A. Patents

2/259/5 5 200

- 1. all of the Grantors' patents and patent applications to which any Grantor is a party including those referred to on <u>Schedule A</u> attached hereto;
- 2. all reissues, continuations or extensions of the foregoing; and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any patent of any Grantor.

#### B. <u>Trademarks:</u>

- 1. all of the Grantors' trademarks and trademark applications to which any Grantor is a party including those referred to on <u>Schedule B</u> attached hereto;
- 2. all goodwill of the business connected with the use of, and symbolized by, each trademark of any Grantor; and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any trademark of any Grantor or (ii) injury to the goodwill associated with any trademark of any Grantor.

[Remainder of the page intentionally left blank]

TRADEMARK REEL: 003614 FRAME: 0572

3/388/6 6 200

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

DYMAS FUNDING COMPANY, LLC,

as Collateral Agent

By:

Name: Title: ALBERT M. RICCHIO MANAGING DIRECTOR

Termination of Security Interest in Intellectual Property - Dymas

## Schedule A

### **Patents**

## Patents Granted

US Patent #	Assignee	Title	3/30/1993	
D334,321	Waddington North America, Inc.	Tulip Glass		
D365,248	Waddington North America, Inc.	Cup Design with Waterfall Handle	12/19/1995	
6,983,542	Waddington North America, Inc.	Metalized Cutlery and Tableware	1/10/2006	
6,070,755	Waddington North America, Inc.	Lid with Folding Side Tabs for Hot Beverage Cup	6/6/2000	
5,842,590	Waddington North America, Inc.	Bi-Nestable Margarita Glass Apparatus and Method	12/1/1998	
5,996,825	Waddington North America, Inc.	Disposable Cocktail Container	12/7/1999	
6,047,852	7,852 Waddington North America, Inc. Hot Beverage Lid w/Thermal-Flex Guards		4/11/2000	
D479,672	WNA Hopple Plastics, Inc.	Bowl	9/16/2003	
D482,283	WNA Hopple Plastics, Inc.	Lid	11/18/2003	
D505,082	WNA Hopple Plastics, Inc.	Platter w/Lid		

### Schedule B

## Trademarks

# Registered Marks

**RECORDED: 09/04/2007** 

Trademark Registration #	Reference	Title	Registration Date	Assignee	Renewal Due Date
1,784,169	C13/WNA72-TM	Classicware	7/27/1993	Waddington North America Inc.	2012
2,116,122	WNA78-TM	From Concept to Completion	11/25/1997	Waddington North America Inc.	2007
2,552,933	C45	Party Choice	3/26/2002	Waddington North America Inc.	2008
2,035,637	WNA67	Stax	2/4/1997	Waddington North America Inc.	2007
1,898,984	WNA74-TM/C19	We Bring More to the Table	6/13/1995	Waddington North America Inc.	2015
2,002,633	WNA68	CATERLINE	9/24/1996	Waddington North America Inc.	2015
2,015,090	WNA69	CATERLINE	11/12/1996	Waddington North America Inc.	2015
1,448,560 WNA015-TM		DUAL HEAT	7/21/1987	Waddington North America, Inc.	2007