

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest recorded on June 12, 2006 at Reel/Frame 3325/0848		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital		11/29/2007	Administrative Agent:
RECEIVING PARTY DATA			
Name:	Kwal-Howells, Inc.		
Street Address:	3900 Joliet Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2301600	HANLEY PAINT	
Registration Number:	2305482	HOWELLS	
Registration Number:	2303616	PREMIUM FINISHES	
Registration Number:	2662673	KWAL PAINT	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1109676-0005		

CH \$115.00 2301600

900093516

TRADEMARK
REEL: 003672 FRAME: 0782

NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	12/06/2007
<p>Total Attachments: 5 source=Kwal#page1.tif source=Kwal#page2.tif source=Kwal#page3.tif source=Kwal#page4.tif source=Kwal#page5.tif</p>	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is dated as of November 29, 2007 by Merrill Lynch Capital, A Division of Merrill Lynch Business Financial Services Inc., as Administrative Agent ("Agent")

WHEREAS, Agent and Kwal-Howells, Inc., a Colorado corporation ("Debtor"), entered into that certain Second Lien Trademark Security Agreement, dated as of May 31, 2006, (the "Second Lien Trademark Security Agreement");

WHEREAS, the Second Lien Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, trade names, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, and in any licenses of trademarks, trade names, trademark registrations, service marks, trade styles, terms, designs and trademark applications to which Debtor is a party ("Trademark Licenses"), as security for certain obligations of Debtor to Agent (the "Obligations");

WHEREAS, Agent recorded the Second Lien Trademark Security Agreement on June 12, 2006 at Reel 003325, Frame 0848 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks and Trademark Licenses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (A) any renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, (D) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (E) all rights corresponding thereto throughout the world, and (ii) all Trademark Licenses;

(b) the goodwill of Debtor's business connected with or symbolized by each Trademark and each Trademark License; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for (i) past, present or future infringement

or dilution of the Trademarks or of any trademark, trade names, trademark registrations, service marks, trade styles, terms, designs or trademark applications licensed under any Trademark License; or (ii) injury to the goodwill associated with any Trademark or any Trademark, trade names, trademark registrations, service marks, trade styles, terms, designs and trademark applications licensed under any Trademark License.

Agent further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be
duly executed as of the day and year first above written.

Merrill Lynch Capital, A Division of Merrill Lynch
Business Financial Services Inc., as Administrative
Agent

By: 

Name: _____

Joseph Lazewski

Title: _____

Vice President

[Signature Page to Kwal-Howells, Inc. Release of Second Lien Security Interest in Trademarks]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be
duly executed as of the day and year first above written.

Merrill Lynch Capital, A Division of Merrill Lynch
Business Financial Services Inc., as Administrative
Agent

By: 

Name:

Joseph Lazewski

Title:

Vice President

[Signature Page to Kwal-Howells, Inc. Release of Second Lien Security Interest in Trademarks]

SCHEDULE A

TO RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

KWAL HOWELLS, INC.

TRADEMARK REGISTRATIONS

Trademark Description	Date Registered	U.S. Registration No.
Hanley Paint	December 21, 1999	2301600
Howells	January 4, 2000	2305482
Premium Finishes	December 28, 1999	2303616
Kwal Paint (Words and Design)	April 4, 2001	2,662,673