

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest recorded on October 8, 2004 at Reel/Frame 3067/0528		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital		11/29/2007	Administrative Agent:
<b>RECEIVING PARTY DATA</b>			
Name:	Kwal-Howells, Inc.		
Street Address:	3900 Joliet Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 12</b>			
Property Type	Number	Word Mark	
Registration Number:	2257012	KWAL	
Registration Number:	2253489	KWAL-HOWELLS	
Registration Number:	2301600	HANLEY PAINT	
Registration Number:	2305482	HOWELLS	
Registration Number:	2253491	ACCU-TONE	
Registration Number:	2249596	ACCU-TUFF	
Registration Number:	2253490	ACRY-CRETE	
Registration Number:	2251410	AMBASSADOR	
Registration Number:	2249591	POLY-VI	
Registration Number:	2303616	PREMIUM FINISHES	
Registration Number:	2251412	SUNFOE	
Registration Number:	2662673	KWAL PAINT	
<b>CORRESPONDENCE DATA</b>			

CH \$315.00 2257012

**900093520**

**TRADEMARK  
 REEL: 003672 FRAME: 0789**

Fax Number: (212)354-8113

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

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

NAME OF SUBMITTER:

Matthew Bart

Signature:

/Matthew Bart/

Date:

12/06/2007

Total Attachments: 5

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## 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 Trademark Security Agreement, dated as of September 30, 2004, (the "Trademark Security Agreement");

WHEREAS, the 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 Trademark Security Agreement on October 8, 2004 at Reel 3067, Frame 0528 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.2004 Release of 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. 2004 Release of Security Interest in Trademarks]

SCHEDULE A  
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS  
KWAL-HOWELLS, INC.

TRADEMARK REGISTRATIONS

Trademark Description	Date Registered	U.S. Registration No.
Kwal	June 29, 1999	2257012
Kwal-Howells	June 15, 1999	2253489
Hanley Paint	December 21, 1999	2301600
Howells	January 4, 2000	2305482
Accu Tone	June 15, 1999	2253491
Accu-Tuff	June 1, 1999	2249596
Acry-Crete	June 15, 1999	2253490
Ambassador	June 8, 1999	2251410
Poly-VI	June 1, 1999	2249591
Premium Finishes	December 28, 1999	2303616
Sunfoe	June 8, 1999	2251412
Kwal Pint (Words and Design)	April 4, 2001	2,662,673

TRADEMARK APPLICATIONS

Trademark Application Description	Date Applied	U.S. Application No.
None.		