

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 7, 2006 at Reel/Frame 3326/0934		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital		11/29/2007	Administrative Agent:
RECEIVING PARTY DATA			
Name:	Parker Paint Mfg. Co., Inc.		
Street Address:	3003 South Tacoma Way		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98409		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2963946	PARKER PAINT	
Registration Number:	2985333	WALL GLOW	
Registration Number:	2985338	PRO PRIME	
Registration Number:	2965283	PRO SATIN	
Registration Number:	2967042	WOOD HIDE	
Registration Number:	2985356	FLEX GLOW	
Registration Number:	2965292	PRO FLAT	
Registration Number:	2943278	FIRST KOTE	
Registration Number:	2174959	ONE STEP AND THE RUST IS HISTORY	
Serial Number:	78658486	GOLD RUSH	
Registration Number:	2976121	PARK AVENUE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		

CH \$290.00 2963946

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TRADEMARK
REEL: 003673 FRAME: 0878

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

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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 Parker Paint Mfg. Co, Inc., a Washington 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 7, 2006 at Reel 003326, Frame 0934 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 Parker Paint Mfg. Co. 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 Parker Paint Mfg. Co. Inc. Release of Second Lien Security Interest in Trademarks]

SCHEDULE A

TO RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

PARKER PAINT MFG. CO., INC.

TRADEMARK REGISTRATIONS

Trademark Description	Date Registered	U.S. Registration No.
Parker Paint (new logo)	October 25, 2003	2963946
Wall Glow	August 16, 2005	2985333
Pro Prime	August 16, 2005	2985338
Park Avenue	July 26, 2005	2976121
Pro Satin	July 5, 2005	2965283
Wood Hide	July 12, 2005	2967042
Flex Glow	April 16, 2005	2985356
Pro Flat	July 5, 2005	2965292
First Kote	April 19, 2005	2943278
One Step and the Rust is History	July 21, 1998	2174959

TRADEMARK APPLICATIONS

Trademark Application Description	Date Applied	U.S. Application No.
Gold Rush	June 26, 2005	78658486