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## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/10/2007	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	Vertellus Specialties Inc.
Also Known As:	AKA F/K/A Reilly Industries Inc.
Street Address:	300 North Meridian Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	CORPORATION: INDIANA

#### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	859905	DI-PIP
Registration Number:	2782318	EASY-FLO
Registration Number:	3052812	REILLINE
Registration Number:	1009793	REILLY
Registration Number:	317774	REILLY
Registration Number:	1006176	REILLY
Serial Number:	78899365	VERTELLUS SPECIALTIES
Serial Number:	78899355	VERTELLUS
Serial Number:	76629382	REILLCAT

#### **CORRESPONDENCE DATA**

Fax Number: (216)579-0212

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

Phone: 216/586-7778

TRADEMARK REEL: 003676 FRAME: 0411

900093949

Email: swhackwelder@jonesday.com
Correspondent Name: Scott W. Hackwelder, Esq.

Address Line 1: Jones Day, North Point, 901 Lakeside Ave.

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	497400-121082/SK
NAME OF SUBMITTER:	Suzanne Koston
Signature:	/Suzanne Koston/
Date:	12/12/2007

Total Attachments: 4 source=DOC206#pag

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 10, 2007, from JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "<u>Agent</u>") for certain banks and other financial institutions (the "<u>Lenders</u>"), to VERTELLUS SPECIALTIES INC. (F/K/A REILLY INDUSTRIES, INC.), an Indiana corporation (the "<u>Borrower</u>").

#### **WITNESSETH:**

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, dated as of July 10, 2006, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of July 10, 2006, among the Agent and the Borrower (the "Security Agreement"), the Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 9, 2006, at Reel 003404 and Frame 0500; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on <u>Schedule A</u> hereto). The term "<u>Trademarks</u>" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

> JPMorgan Chase Bank, N.A., as Administrative Agent

Name: Stacey Haimes

Title: Executive Director

[SIGNATURE PAGE TO TERMINATION OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS - VERTELLUS]

STATE OF Nov Jock	)	
COUNTY OF New York	)	ss.:

On this <u>/O</u> day of December 2007, before me personally appeared

Stace House to me known who, being by me duly sworn, did depose and say that he/she is the control of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Notary Public

(Affix Seal Below)

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01A06079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

#### Schedule A

### U.S. Trademark Registrations and Applications

Mark	Registration or Application Number
VERTELLUS SPECIALTIES	78/899,365
VERTELLUS	78/899,355
DI-PIP	859,905
EASY-FLO	2,782,318
REILLCAT	76/629,382
REILLINE	3,052,812
REILLY	1,009,793
REILLY AND DESIGN	317,774
REILLY AND DESIGN	1,006,176

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**RECORDED: 12/12/2007**