

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANC OF AMERICA LEASING & CAPITAL, LLC	FORMERLY FLEET CAPITAL CORPORATION	02/08/2002	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HOLLISTER-STIER LABORATORIES LLC
Street Address:	3525 NORTH REGAL STREET
City:	SPOKANE
State/Country:	WASHINGTON
Postal Code:	99207
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	0544387	ALLERGEX
Registration Number:	1841557	ALLERGY FORUM
Registration Number:	0754485	ALLPYRAL
Registration Number:	1643320	ANA-GUARD
Registration Number:	1961512	ANA-KIT
Registration Number:	1939510	ANA-KIT
Registration Number:	1564139	ANAKIT
Serial Number:	75508740	ANATWIN
Serial Number:	75508744	ANATWINJR
Serial Number:	75327517	BIPHINE
Serial Number:	75327518	BIPHINE JR.
Registration Number:	1903921	CURRENT ALLERGY PRACTICE
Serial Number:	75508747	DUODOSE
Serial Number:	75508741	DUODOSEJR

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Serial Number:	75478574	HOLLISTER-STIER
Registration Number:	0775252	HS HOLLISTER-STIER LABORATORIES LLC
Registration Number:	1590467	PRE-PEN
Registration Number:	2012379	QUINTEST
Serial Number:	75508746	TWINDOSE
Serial Number:	75508742	TWINDOSEJR
Serial Number:	75350162	TWINJECT
Serial Number:	75442068	TWINJECTJR
Registration Number:	1250145	VENOMIL

CORRESPONDENCE DATA

Fax Number: (973)491-3408

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

Phone: 973.491.3326

Email: trademarks@leclairryan.com

Correspondent Name: Brian L. Petrequin, Esq.

Address Line 1: Two Penn Plaza East, 10th Floor

Address Line 4: Newark, NEW JERSEY 07105-2249

ATTORNEY DOCKET NUMBER:	38000.0003
NAME OF SUBMITTER:	Brian L. Petrequin
Signature:	/Brian L. Petrequin/
Date:	09/22/2008

Total Attachments: 3

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY INTEREST**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST (this "Agreement") is executed on this 13th day of September, 2008, by **BANC OF AMERICA LEASING & CAPITAL, LLC**, a Delaware limited liability company, as successor by merger to **FLEET CAPITAL CORPORATION ("Fleet")**, for itself as a Lender and as the Agent (each term as defined below) for the Lenders, pursuant to a certain (i) Loan and Security Agreement dated as of May 31, 1999 (as amended, modified, or otherwise supplemented from time to time) (the "**Loan Agreement**") among **HOLLISTER-STIER LABORATORIES LLC**, a Delaware limited liability company, having a principal place of business at 3525 North Regal Street, Spokane, Washington 99207 (the "**Assignor**"), **Hollister-Stier Holdings, LLC ("HSH")**, **HS Allergy Company ("HAC")**, and together with Assignor and HSH, the "**Borrowers**", Fleet, the various financial institutions named therein or which thereafter became a party thereto (Fleet and such other financial institutions, collectively, the "**Lenders**"), and Fleet as administrative and collateral agent for the Lenders (Fleet in such capacity, the "**Agent**"); (ii) Trademark Collateral Security Agreement dated as of May 31, 1999 (the "**Security Agreement**") made by the Assignor in favor of Fleet as Agent, for the ratable benefit of the Lenders, and (iii) a Trademark Assignment of Security dated May 31, 1999 made by Assignor in favor of Fleet as Agent, for the ratable benefit of the Lenders (the "**Assignment**").

WITNESSETH:

WHEREAS, the Borrowers and the Lenders entered into the Loan Agreement for the purpose of securing certain obligations of the Borrowers; and

WHEREAS, pursuant to the Loan Agreement, the Security Agreement, and the Assignment, the Assignor granted to the Agent for the ratable benefit of the Agent and the Lenders a security interest in, among other things, all of the Assignor's right, title and interest in and to all of the trademarks identified on Schedule A attached hereto together with the goodwill of the business symbolized by such trademarks/service marks (the "**Trademark Collateral**") to secure the payment and performance of the obligations thereunder; and

WHEREAS, the Assignment was recorded in the United States Patent and Trademark Office (the "**PTO**") on July 7, 1999 at Reel/Frame 1925/0177; and

WHEREAS, the Assignor and the other Borrowers have fully paid and performed the obligations under, and secured by, the Loan Agreement, the Security Agreement, and the Assignment prior to the date hereof and Fleet, for itself as a Lender and as Agent for the Lenders, has previously terminated its security interest and its right, title, and interest in all assets of the Borrowers, including, without limitation, the Trademark Collateral; and

WHEREAS, the parties desire to provide evidence of the previous termination of such security interest for filing with the public records of the PTO and, accordingly, Banc of America Leasing & Capital, LLC has agreed to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged;


Banc of America Leasing & Capital, LLC, as successor by merger to Fleet, for itself as a Lender and as Agent for each of the Lenders under the Loan Agreement, the Security Agreement, and the Assignment, hereby terminates and releases all of each Lender's security interest and each Lender's right, title and interest in all of each of the Trademark Collateral evidenced by the Assignment and Banc of America Leasing & Capital, LLC, as successor by merger to Fleet, for itself as a Lender and as Agent for each of the Lenders hereby assigns and transfers to Assignor, without recourse, all of each Lender's right, title and interest in and to the Trademark Collateral effective as of February 8, 2002.

IN WITNESS WHEREOF, Banc of America Leasing & Capital, LLC has signed this Agreement by its duly authorized officer as of the date and year first above written.

AGENT:


BANC OF AMERICA LEASING & CAPITAL, LLC
Successor by merger to Fleet Capital Corporation,
for itself as a Lender and as Agent for the Lenders

By:


Name: EDMUNDO KAHN
Title: VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF KINGS) ss:
)

On this 18TH day of September, 2008, before me, the undersigned officer, personally appeared EDMUNDO KAHN, the VICE PRESIDENT of BANC OF AMERICA LEASING & CAPITAL, LLC, and acknowledged the forgoing instrument to be the free act and deed of said BANC OF AMERICA LEASING & CAPITAL, LLC and his free act and deed.


Notary Public
My Commission Expires:

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 01BR6060756
Qualified in Kings County
Commission Expires July 2, 20 11

TRADEMARK
REEL: 003857 FRAME: 0184

SCHEDULE A

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Registration Number or Serial Number</u>	<u>Number</u>
ALLERGEX	Reg #	544,387
ALLERGY FORUM	Reg #	1,841,557
ALLPYRAL	Reg #	754,485
ANA-GUARD	Reg #	1,643,320
ANA-KIT	Reg #	1,961,512
ANA-KIT (STYLIZED)	Reg #	1,939,510
ANAKIT	Reg #	1,564,139
ANATWIN	Serial #	75/508740
ANATWINJR	Serial #	75/508744
BIPHRINE	Serial #	75/327517
BIPHRINE JR.	Serial #	75/327518
CURRENT ALLERGY PRACTICE	Reg #	1,903,921
DUODOSE	Serial #	75/508747
DUODOSEJR	Serial #	75/508741
HOLLISTER-STIER	Serial #	75/478574
HS HOLLISTER-STIER LABORATORIES LLC	Reg #	775,252
PRE-PEN	Reg #	1,590,467
QUINTEST	Reg #	2,012,379
TWINDOSE	Serial #	75/508746
TWINDOSEJR	Serial #	75/508742
TWINJECT	Serial #	75/350162
TWINJECTJR	Serial #	75/442068
VENOMIL	Reg #	1,250,145