# 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           |
|-------------------------|---|----------------|-----------------------|
| Webster Business Credit | FORMERLY IBJ Schroder<br>Business Credit Corporation, as<br>Agent | 11/18/2008     | CORPORATION: NEW YORK |

### **RECEIVING PARTY DATA**

| Name:           | Whitestone Acquisition Corp. |  |
|-----------------|------------------------------|--|
| Street Address: | 4265 West Vernal Pike        |  |
| City:           | Bloomington                  |  |
| State/Country:  | INDIANA                      |  |
| Postal Code:    | 47404                        |  |
| Entity Type:    | CORPORATION: DELAWARE        |  |

### PROPERTY NUMBERS Total: 5

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 0787586 | DISPOSEZE   |
| Registration Number: | 1143082 | AMBEZE      |
| Registration Number: | 1294094 | ULTRASHIELD |
| Registration Number: | 1344153 | MAXISHIELD  |
| Registration Number: | 2763843 | EXCELSORB   |

### **CORRESPONDENCE DATA**

Fax Number: (215)655-2876

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

kristina.case@dechert.com Email:

Correspondent Name: Kristina M. Case

Cira Centre, 2929 Arch St. Address Line 1:

Address Line 2: Dechert LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

TRADEMARK

**REEL: 003894 FRAME: 0397** 

| NAME OF SUBMITTER:  | Kristina M. Case |
|---|------------------|
| Signature:  | /Kristina Case/  |
| Date:   | 11/25/2008       |
| Total Attachments: 3 source=Whitestone SI release#page1.tif source=Whitestone SI release#page2.tif source=Whitestone SI release#page3.tif |                  |

TRADEMARK REEL: 003894 FRAME: 0398

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, pursuant to a certain Revolving Credit, Term Loan and Security Agreement, dated July 31, 1998 ("Loan Agreement"), and a certain Trademark Collateral Security Agreement, dated July 31, 1998 ("Security Agreement"), Whitestone Acquisition Corp., a corporation formed under the laws of the State of Delaware, located at 4265 West Vernal Pike, Bloomington, Indiana 47404 ("Grantor") granted a security interest in and to certain trademarks and patents as set forth on the attached Schedule A (the "Security Interest") to IBJ Schroder Business Credit Corporation ("IBJS"), each of the other financial institutions named in or which hereafter become a party to the Loan Agreement (collectively "Lenders"), and IBJS as Agent for Lenders (IBJS, Lenders and IBJS as Agent for Lenders are hereinafter referred to collectively as the "IBJS Lenders");

WHEREAS, the IBJS Lenders recorded or had this Security Interest recorded in the official record of the Trademark Office at Reel 1765, Frames 0466-0470 on August 10, 1998, and at Reel 009360, Frame 0648, of the official record of the Patent Office on August 10, 1998; and

WHEREAS, the IBJS Lenders acknowledge and agree that all of the Grantor's obligations under the Loan Agreement and the Security Agreement have now been satisfied and the IBJS Lenders wish to formally release the Grantor from the Security Interest and reconvey to Grantor all of the right, title and interest in and to the trademarks and patents set forth on Schedule A to which that Security Interest applied;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IBJS, on behalf of the IBJS Lenders, does hereby release and forever discharge the Security Interest in and to the trademarks and patents set forth on Schedule A so that it is as if the Security Interest had never been granted by Grantor, and does hereby reconvey to Grantor on behalf of the IBJS Lenders all right, title and interest in and to the trademarks and patents as set forth on Schedule A. IBJS, on behalf of the IBJS Lenders does further acknowledge and affirm that all of the rights and remedies of the IBJS Lenders with

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respect to the Security Interest in the trademark and patents set forth in the attached Schedule A have been and hereby are extinguished.

IN WITNESS WHEREOF, this Termination and Release of Security Interest in Trademarks and Patents has been duly executed as of this \_\_\_\_\_ day of November, 2008.

By: Name: Edward A. Jesser

STATE OF NEW YORK

ss:

COUNTY OF <u>New \</u>

On this 18 day of November, 2008, before me personally appeared to me known who, being by me duly sworn, did depose and say that he/she is of IBJ Schroder Business Credit Corporation, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by IBJ Schroder Business Credit Corporation.

JOAN H. HIGHLAND Notary Public, State of New York No. 4984973 Qualified in Putnam County Certificate filed in New York Count Commission Expires August 5, 200

## SCHEDULE A

| <u>Trademarks</u> | Registration. No. |
|-------------------|-------------------|
| DISPOSEZE         | 787,586           |
| AMBEZE            | 1,143,082         |
| ULTRASHIELD       | 1,294,094         |
| MAXISHIELD        | 1,344,153         |
| EXCELSORB         | 2,763,843         |

Patents Patent No.

Disposable Sanitary Absorbent Incontinence Pad 4,778,458

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**RECORDED: 11/25/2008** 

TRADEMARK REEL: 003894 FRAME: 0401