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Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Webster Business Credit Corporation		12/09/2008	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Tevco, Inc.
Street Address:	110 Pomponio Avenue
City:	South Plainfield
State/Country:	NEW JERSEY
Postal Code:	07080
Entity Type:	CORPORATION: NEW JERSEY

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1951293	TEVCO

#### **CORRESPONDENCE DATA**

Fax Number: (973)530-2225

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

Phone: 973-530-2025

Email: pnussbaum@wolffsamson.com

Correspondent Name: Peter Nussbaum
Address Line 1: One Boland Drive

Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter E. Nussbaum
Signature:	/Peter E. Nussbaum/
Date:	12/15/2008

Total Attachments: 6

TRADEMARK REEL: 003904 FRAME: 0184

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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December \_\_\_\_\_\_\_\_, 2008, is between Tevco Inc., a New Jersey corporation (the "Grantor"), and Webster Business Credit Corporation, a New York corporation ("Webster").

WHEREAS, the Grantor and Webster are parties to a certain Credit and Security Agreement dated August 4, 2006, as amended (the "Credit and Security Agreement"), pursuant to which Webster agreed to make certain loans and provide certain financial accommodations to the Grantor, as particularly set forth therein; and

WHEREAS, in order to partially secure the Grantor's obligations to Webster under the Credit and Security Agreement, the Grantor executed and delivered in favor of Webster that certain Trademark Security Agreement dated August 4, 2006 (the "Trademark Security Agreement"), pursuant to which the Grantor has collaterally assigned, granted and conveyed to Webster a security interest in and to the TEVCO mark as more fully described on Exhibit A attached hereto and made a part hereof (the "Mark"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on August 25, 2006 at Reel 003377, Frame 0374; and

WHEREAS, all of the Obligations (as defined in the Credit and Security Agreement) have been paid and satisfied in full and in connection therewith, the parties hereto have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Termination of Collateral Assignment</u>. The Grantor and Webster hereby agree that the Trademark Security Agreement is hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder, except for such obligations that expressly survive the termination of the Trademark Security Agreement and the termination of the Credit and Security Agreement.
- 2. <u>Release of Security Interest</u>. Webster hereby discharges and releases its security interest in the Property (as defined in the Trademark Security Agreement).
- 3. <u>Recording with USPTO</u>. Webster hereby authorizes the Grantor to file and record this Agreement with the USPTO.
- 4. Representations and Warranties. Each party hereto represents and warrants to the other party that (i) it has all requisite power and authority to enter into this Agreement, (ii) the

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execution, delivery and performance of this Agreement has been fully authorized by all necessary action on its part and does not violate any provision of any agreement, charter, order, judgment or law to which it is a party or by which it or its properties is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by general principles of equity.

- 5. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law.
- 6. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

TEVCO INC.	WEBSTER BUSINESS CREDIT CORPORATION
By:	Bv:
Name: Tethery Sillers ! Title: Chief Execute offer	Name: Title:

execution, delivery and performance of this Agreement has been fully authorized by all necessary action on its part and does not violate any provision of any agreement, charter, order, judgment or law to which it is a party or by which it or its properties is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by general principles of equity.

- 5. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law.
- 6. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

TEVCO INC.	WEBSTER BUSINESS CREDIT CORPORATION
By:	By: Allite
Name:	Name: Narviy Winter Title: Uset President
Title:	Title:

STATE OF NEW JERSEY )  (SS)  (COUNTY OF RESSAIC)		
I CERTIFY that on December 9th, 2008, Jeffrey S. Hersh personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:		
(a) (he) she is the <u>Officer</u> of Tevco Inc., the corporation named in the attached document;		
(b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and		
(c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.		
Kelly Je an Vaimain		
STATE OF)  SS  COUNTY OF)  KELLY JEAN WARRAN  Notary Public of New Jersey  Av Commission Expires April 13, 2013		
I CERTIFY that on December, 2008, personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:		
(a) he/she is the of Webster Business Credit Corporation, the corporation named in the attached document;		
(b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and		
(c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.		

STATE OF N	EW JERSEY )
COUNTY OF	) SS )
I CEI personally ap that:	RTIFY that on December, 2008,
(a)	he/she is the of Tevco Inc., the corporation named in the attached document;
(b)	he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
(c)	he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.
STATE OF	New York) ss
COUNTY OF	New York)
I CE	RTIFY that on December 9, 2008, Harvey Winter peared before me, and that he/she acknowledged under oath, to my satisfaction,
(a)	he/she is the Vill Pesiclen of Webster Business Credit Corporation, the corporation named in the attached document;
(b)	he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
(c)	he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.
	JOAN H. HIGHLAND
	Notary Public, State of New York No. 4984973
	Qualified in Putnam County  Certificate filed in New York County  Commission Expires August 5, 200

### EXHIBIT A

#### **REGISTERED U.S. TRADEMARKS**

TEVCO and Design, U.S. Trademark Reg. No. 1,951,293 in Class 3, registered on January 23, 1996.

**RECORDED: 12/15/2008**