

## 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
CIT Group/Business Credit, Inc.		08/08/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Delair L.L.C.		
Street Address:	8600 River Road		
City:	Delair		
State/Country:	NEW JERSEY		
Postal Code:	08110		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2913225	DELGARD	
Registration Number:	3061680	PATRIOT POOLS	
Registration Number:	2962285	JOHNNY WEISSMULLER	
Registration Number:	3015986	ROCKLAND	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-456-8400		
Email:	silvermanh@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Greenberg Traurig, LLP - Suite 3100		
Address Line 4:	Chicago, ILLINOIS 08110		
ATTORNEY DOCKET NUMBER:	113943.DELAIR		
NAME OF SUBMITTER:	Howard E. Silverman		

TRADEMARK

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REEL: 003909 FRAME: 0964

CH \$115.00 2913225

Signature:

/Howard E. Silverman/

Date:

12/29/2008

Total Attachments: 4

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## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 6, 2008 by The CIT Group/Business Credit, Inc. ("Secured Party").

WHEREAS, Secured Party and Delair L.L.C., a New Jersey limited liability Company ("Grantor"), entered into that certain Trademark Security Agreement, dated as of December 30, 2003 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Secured Party a security interest in, among other things, certain Trademarks, Trademark registrations and Trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Secured Party (the "Obligations");

WHEREAS, Secured Party recorded the Trademark Security Agreement on January 9, 2004 at Reel 2893, Frame 0849; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Secured Party release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

Secured Party hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreements), including:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Trademark 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 (i) any renewals thereof, (ii) 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, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Secured Party further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademarks  
to be duly executed as of the day and year first above written.

SECURED PARTY:

The CIT Group/Business Credit, Inc.

By: 

Name:

Julianne Low

Title:

Vice President

Schedule I to Release of Trademarks

Trademark Number	Mark	Owner Name
2913225	DELGARD	Delair Group LLC
3061680	PATRIOT POOLS	Delair Group LLC
2962285	JOHNNY WEISSMULLER	Delair Group LLC
3015986	ROCKLAND	Delair Group LLC

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