

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBSTER BUSINESS CREDIT CORPORATION		06/26/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	TRUARC COMPANY LLC
Street Address:	125 Bronico Way
City:	Phillipsburg
State/Country:	NEW JERSEY
Postal Code:	08865
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0615340	CRESCENT
Registration Number:	0780219	
Registration Number:	1330849	
Registration Number:	1035195	KLIPRING
Registration Number:	1026539	PRONG-LOCK
Registration Number:	0737496	RING-MOUNT
Registration Number:	1179814	ROL-PAK
Registration Number:	0708065	SNAP-PAK
Registration Number:	1001237	TRUARC
Registration Number:	1329250	TRUARC RADIAL POWER-GUN
Registration Number:	2073279	WALDES TRUARC

CORRESPONDENCE DATA

Fax Number: (973)530-2225

900137737

**TRADEMARK
 REEL: 004015 FRAME: 0866**

OP \$290.00 0615340

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: Wolff & Samson PC
Address Line 2: One Boland Drive
Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter Nussbaum
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Signature:	/Peter Nussbaum/
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Date:	07/01/2009
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Total Attachments: 6

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 29, 2009, is by Webster Business Credit Corporation, a New York corporation ("Webster ") and TRUARC Company LLC, a Delaware limited liability company ("Grantor").

WHEREAS, the Grantor and Webster are parties to a certain Credit and Security Agreement dated May 28, 2004, 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 May 28, 2004 (the "Trademark Security Agreement"), pursuant to which the Grantor has collaterally assigned, granted and conveyed to Webster a security interest in and to the trademarks as more fully described on Exhibit A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on June 3, 2004 at Reel 2981, Frame 685; and

WHEREAS, TRUARC has requested that Webster execute and deliver this Agreement and Webster has agreed to do so.

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. Termination of Collateral Assignment. 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.

2. Release of Security Interest. Webster hereby discharges and releases its security interest in the Property (as defined in the Trademark Security Agreement).

3. Recording with USPTO. 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 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

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. Governing Law. 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. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. 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.

TRUARC COMPANY LLC

WEBSTER BUSINESS CREDIT CORPORATION

By: *Peter J. Lowe*
Name: Peter J. Lowe
Title: President

By: _____
Name: _____
Title: _____

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. Governing Law. 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. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Counterparts. 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.

TRUARC COMPANY LLC

WEBSTER BUSINESS CREDIT
CORPORATION

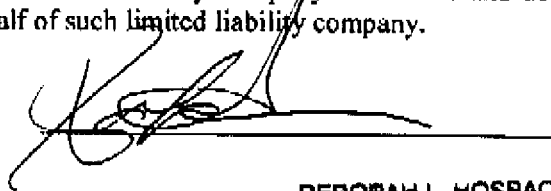
By: _____
Name: Peter J. Lowe
Title: President

By: 
Name: Edward A. Jester
Title: SUP

STATE OF NEW JERSEY)
) SS
COUNTY OF Wardens)

I CERTIFY that on June 21, 2009, Peter J. Lowe personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he is the President of TRUARC Company LLC, the limited liability named in the attached document;
- (b) he executed and delivered the attached document as the voluntary act and deed of such limited liability company, for the uses and purposes therein expressed; and
- (c) he was authorized by such limited liability company to execute and deliver the attached document on behalf of such limited liability company.



DEBORAH L. HOSBACH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 31, 2011

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I CERTIFY that on June _____, 2009, _____ personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is a _____ 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 NEW JERSEY)
) SS
COUNTY OF _____)

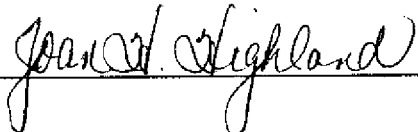
I CERTIFY that on June ____, 2009, Peter J. Lowe personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he is the President of TRUARC Company LLC, the limited liability named in the attached document;
- (b) he executed and delivered the attached document as the voluntary act and deed of such limited liability company, for the uses and purposes therein expressed; and
- (c) he was authorized by such limited liability company to execute and deliver the attached document on behalf of such limited liability company.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I CERTIFY that on June 26, 2009, Edward A. Jesser personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is a SVP 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, 2009

EXHIBIT A

REGISTERED U.S. TRADEMARKS

DESCRIPTION	REGISTRATION NO.	REGISTRATION DATE
CRESCENT	615,340	11/01/55
DESIGN (RETAINING RING)	780,219	11/17/64
DESIGN (RETAINING RING	1,330,849	04/16/85
KLIPRING	1,035,195	03/09/76
PRONG-LOCK	1,026,539	12/09/75
RING-MOUNT	737,496	09/11/62
ROL-PAK	1,179,814	12/01/81
SNAP-PAK	708,065	12/06/60
TRUARC	1,001,237	01/07/75
TRUARC RADIAL POWER-GUN	1,329,250	04/09/85
WALDES TRUARC	2,073,279	06/24/97