

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comerica Bank		01/21/2010	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AmBath, LLC		
<b>Street Address:</b>	421 West Alameda Drive		
<b>Internal Address:</b>	Suite 105		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85282		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1210474	AM BATH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-813-8800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com, jnici@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP: Attn: Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 2:</b>	Rm. 2928		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	122969-196892		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>Signature:</b>	/janis nici/		

CH \$40.00 1210474

**900152805**

**TRADEMARK  
 REEL: 004135 FRAME: 0959**

Date:

01/22/2010

**Total Attachments: 5**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 21<sup>st</sup> day of January 2010 (the "Release Date") by Comerica Bank, a Texas corporation (the "Secured Party"), for the benefit of AmBath, LLC, a Delaware limited liability company ("AmBath") and ReBath, LLC, a Delaware limited liability company ("ReBath"), and together with AmBath, the "Debtor").

WHEREAS, the Debtor has entered into that certain 4<sup>th</sup> Amended and Restated Credit Agreement, dated as of January 20<sup>th</sup> 2006 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor has entered into that certain 4<sup>th</sup> Amended and Restated Credit Agreement, dated as of January 20<sup>th</sup> 2006 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation:

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, have made, use or sell, market or advertise for sale the same, and (ii) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Debtors accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks");

(c) all registered and unregistered copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing,

and (ii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtors accruing thereunder or pertaining thereto (the "Copyrights"); and

(d) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the Patents, Marks and Copyrights, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Patents, Marks and Copyrights (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof),

WHEREAS, Secured Party has recorded with the United States Patent & Trademark Office (the "USPTO") notices of security interests in the Patents and Marks and has recorded with the Library of Congress, Copyright Office ("Copyright Office") notices of security interests in the Copyrights; and

WHEREAS, the Debtor has paid to the Secured Party all outstanding amounts owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Patents, Marks and Copyrights.

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

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Patents, Marks and Copyrights granted by the Debtor under the Security Agreement, and hereby assigns and transfers to Debtor, without recourse, all right, title and interest in and to each of the Patents, Marks and Copyrights.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO and the Copyright Office, as applicable.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel for the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

COMERICA BANK

By: 

Name: Chris Barone

Title: Corporate Banking Officer

## EXHIBIT A

### The Patents

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Current Owner</u>
5.902,444	May 11, 1999	Flowable Silicone Product and Process	Ambath LLC

### The Marks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Ambath (Word)	1210474	September 28, 1982	Ambath LLC
Re.Bath (Word)	1285159	July 10, 1984	Rebath LLC
Tub over Tub (Design)	1876486	January 31, 1995	Rebath LLC
Tub over Tub (Design)	1864893	November 29, 1994	Rebath LLC

### The Copyrights

<u>Registration No.</u>	<u>Title</u>	<u>Registration Date</u>	<u>Current Owner</u>
TX 0006-629-126 (text)	Re-Bath, LLC Sales System Manual		
TX 0004-199-226 (text)	Re-Bath consumer brochure		
PA 0000-511-411 (text)	Re-Bath		
TX 0004-242-612 (text)	Re-Bath info sheets		
TX 0006-629-126 (text)	Re-Bath, LLC Sales System Manual		
TX 0004-285-340 (text)	Finally, a business opportunity that really hold water! (Re-Bath franchise development booklet)		
PA 0000-820-529 (motion picture)	Bathtub Liner installation instructional video		
PA 0000-790-482 (motion picture)	Replacement shower base/shower base liner		

<u>Registration No.</u>	<u>Title</u>	<u>Registration Date</u>	<u>Current Owner</u>
	installation video instructional		
PA 0000-820-365 (motion picture)	Wall surround installation instructional video		
TX 0003-091-123 (text)	AmBath Wall Systems		
TX 0004-176-028 (text)	American Bathtub Liners, Inc.'s product sheets		
TX 0004-190-540 (text)	American Bathtub Liners, Inc., direct mail brochure		