32569

OF \$200.00 £3323

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
The CIT Group/Business Credit, Inc.		02/01/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Anaheim Manufacturing Company		
Street Address:	4240 E. LaPalma Avenue		
Internal Address:	P.O. Box 4146		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92807		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2332569	VORTEX POWERED
Registration Number:	0641668	WASTE KING
Registration Number:	1841285	WASTE KING
Registration Number:	1833658	COMMANDER
Registration Number:	1442763	WHIRLAWAY
Registration Number:	2168030	WASTE KING PROFESSIONAL
Registration Number:	1827216	CUSTOM SERIES
Registration Number:	0444709	PULVERATOR
Registration Number:	1872082	QUICK & HOT
Registration Number:	1352475	SINKMASTER

CORRESPONDENCE DATA

Fax Number: (713)751-3290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 713-751-3200 Email: houpatentdocket@kslaw.com Correspondent Name: King & Spalding LLP Address Line 1: 1100 Louisiana Street Address Line 2: Suite 4000, IP Department Address Line 4: Houston, TEXAS 77002 ATTORNEY DOCKET NUMBER: 17441.100001 NAME OF SUBMITTER: Jill A. McWhirter Signature: /Jill A. McWhirter/ Date: 02/17/2010 Total Attachments: 5 source=trademarksreleasecit#page1.tif source=trademarksreleasecit#page2.tif

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE dated as of February 1, 2010 from The CIT Group/Business Credit, Inc., in its capacity as lender (in such capacity, together with its successors and permitted assigns, the "Lender") as defined in the Loan and Security Agreement referred to below to Anaheim Manufacturing Company, (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to a Intellectual Property Security Agreement dated as of February 1, 2010, in favor of the Lender (the "IP Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Lender in the Intellectual Property Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreement was recorded against certain patents in the United States Patent and Trademark Office, at Reel 011506, Frame 0841 on February 16, 2001; and

WHEREAS, the IP Security Agreement was recorded against certain trademark registrations in the United States Patent and Trademark Office, at Reel 2236, Frame 0522 on February 16, 2001; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral listed in the IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness, and liabilities secured by the Intellectual Property Collateral pursuant to the IP Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

- 1. <u>Definitions</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement and the IP Security Agreement.
- 2. Release of Security Interest. The Lender hereby terminates, releases, and discharges its Security Interest in the Intellectual Property Collateral including the trademark collateral listed in Schedule 1 attached hereto, and the patent collateral listed in Schedule 2 attached hereto. Any and all right, title, or interest of The CIT Group/Business Credit, Inc. in such Intellectual Property Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, shall hereby cease and become void.

EXECUTION COPY

3. <u>Further Assurances</u>. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Intellectual Property Collateral contemplated hereby.

Signature Page Follows

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officer as of the date first written above.

THE CIT GROUP/BUSINESS CREDIT, INC.

Title: Assistant Vice President

Schedule 1 to Termination and Release of Security Interest in Intellectual Property

I. U.S. Registered Trademarks

<u>Trademark</u>	Registration No.	Serial No.
VORTEX POWERED	2332569	75688886
WASTE KING	0641668	72007251
COMMANDER	1833658	74336913
WHIRLAWAY	1442763	73627214
WASTE KING PROFESSIONAL	2168030	75067449
WASTE KING	1841285	74333387
CUSTOM SERIES	1827216	74331461
PULVERATOR	0444709	71521873
QUICK & HOT	1872082	74333386
SINKMASTER	1352475	73522297

U.S. Trademark Applications

None.

SCHEDULE 1 TERMINATION AND RELEASE

Schedule 2

to.

Termination and Release of Security Interest in Intellectual Property

I. Issued U.S. Patents

1. US Patent 6,082,643, issued July 4, 2000.

U.S. Patent Applications

RECORDED: 02/17/2010

None.

SCHEDULE 2 TERMINATION AND RELEASE