

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
Brown Brothers Harriman & Co.		09/20/2010	LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	Brulant, LLC		
Street Address:	100 American Metro Boulevard		
City:	Hamilton		
State/Country:	NEW JERSEY		
Postal Code:	08619		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2695623	BRULANT	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	62298-005 BRULANT RELEASE		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

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 REEL: 004281 FRAME: 0335**

Date:

09/20/2010

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of September 20, 2010 by BROWN BROTHERS HARRIMAN & CO., as Agent, a New York limited partnership, with its place of business at 140 Broadway, New York, New York 10005 (the "Agent").

WHEREAS, BRULANT, LLC, a Delaware limited liability company (the "Grantor"), granted to the Agent a security interest in all of its trademarks and trademark applications, and the registrations thereof, all as described in that certain Grant of Security Interest, dated as of July 23, 2008 (the "Trademark Security Agreement"), executed by the Grantor in favor of the Agent and previously filed and recorded in the United States Patent and Trademark Office on July 25, 2008 on Trademark Reel/Frame No. 3822/0644;

WHEREAS, the Agent acknowledges that the Secured Obligations (as such term is defined in the Credit Agreement) have been paid in full and the Pledge and Security Agreement (as such term is defined in the Trademark Security Agreement) and Trademark Security Agreement are terminated and the Grantor has requested that the Agent, on behalf of itself and certain lenders "Lenders"), release its interest in the Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the trademarks and trademark applications more fully identified on Schedule A attached hereto and made a part hereof; the license agreements identified on Schedule B attached hereto and made a part hereof; and any new Trademark or License or benefits in any new or existing Trademark or License not otherwise identified in Schedule A or B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby:

1. releases to the Grantor any and all liens, security interests, right, title and interest of the Agent pursuant to the Trademark Security Agreement in the Grantor's now owned or existing and hereafter acquired or arising:

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions thereof, (c) the rights to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");


- (ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks;
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed in Schedule B, and the right upon the occurrence and during the continuance of a Event of Default (as that term is defined in the Credit Agreement) to use the foregoing in connection with the enforcement of the Agent's and Lenders' rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"); and
- (iv) rights to any new Trademark or License or benefits in any new or existing Trademark or License not otherwise identified on the Schedules to the Trademark Security Agreement.

2. authorizes and requests that the United States Patent and Trademark Office, and any other location where the security interest was filed note and record the existence of such release hereby given.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, BROWN BROTHERS HARRIMAN & CO., has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first written above.

BROWN BROTHERS HARRIMAN & CO.,
a New York limited partnership, as Agent

By: 
Name: Eric C. Andren
Title: Senior Vice President

(Signature Page to Release of Security Interest in Trademarks Brulant)

SCHEDULE A

Trademarks

Mark	Registration No	Serial No.
BRULANT	2695623	76422215

SCHEDULE B

Licenses

None.