

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Termination and Release of Security Interest in Trademark Rights	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		12/23/2010	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Menominee Acquisition Corporation		
<b>Street Address:</b>	1855 Lockeway Drive, Suite 501		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1618760	WAXTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1499		
<b>NAME OF SUBMITTER:</b>	Mindy M. Lok		
<b>Signature:</b>	/ml/		

OP \$40.00 1618760

Date:

01/10/2011

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 23, 2010, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") to Menominee Acquisition Corporation, a Delaware corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of June 12, 2006 made by the Grantors (as defined therein) in favor of the Agent (as amended, the "Pledge and Security Agreement"), the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing second priority security interest (the "Security Interest") in all Intellectual Property, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in U.S. Trademark Rights dated as of June 26, 2006, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Pledge and Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 29, 2006 at Reel 3340 and Frame 0628; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto.

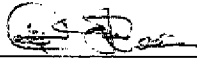
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent 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 contemplated hereby.

*[signature page follows]*

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

J.P. MORGAN CHASE BANK, N.A.

By:   
Name: Thomas G. Williams  
Title: Vice President

**SCHEDULE A**

**U.S. Trademark Registrations**

**“WAXTEX”, Trademark Registration No. 1,618,760, registered October 23, 1990**