

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LC CAPITAL MASTER FUND, LTD		11/04/2010	LIMITED LIABILITY COMPANY:
WALTER L. ROBB		11/04/2010	INDIVIDUAL:
SINGER CHILDREN'S MANAGMENT TRUST		11/04/2010	TRUST:
CHALIS CAPITAL LLC		11/04/2010	LIMITED LIABILITY COMPANY:
BAZCO, LLC		11/04/2010	LIMITED LIABILITY COMPANY:
BIRCH HOLDINGS, LLC		11/04/2010	LIMITED LIABILITY COMPANY:
SOLA LTD		11/04/2010	LIMITED LIABILITY COMPANY:
OPALKA FAMILY INVESTMENT PARTNERS, LP		11/04/2010	LIMITED PARTNERSHIP:

**RECEIVING PARTY DATA**

<b>Name:</b>	EVIDENT TECHNOLOGIES, INC.
<b>Street Address:</b>	65 First Street
<b>City:</b>	Troy
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	12180
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3151467	EVIDOT
Registration Number:	3136418	EVIFLUOR
Registration Number:	3410238	EVITAGS
Registration Number:	3410763	NIGHTMARKER

CH \$165.00 3151467

Registration Number:	3636019	DOTSTRAND
Registration Number:	3636020	DOTSTRAND

**CORRESPONDENCE DATA**

Fax Number: (860)275-0343  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (860) 275-0294  
Email: rdharris@daypitney.com, acantor@daypitney.com, edugan@daypitney.com  
Correspondent Name: Richard D. Harris, Day Pitney LLP  
Address Line 1: 242 Trumbull Street  
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	129002-000120
NAME OF SUBMITTER:	Richard D. Harris
Signature:	/Richard Harris/
Date:	03/11/2011

**Total Attachments: 13**  
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**TERMINATION AND RELEASE OF  
TRADEMARK COLLATERAL SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AGREEMENT** (this "Agreement") dated as of November 4, 2010, is by and between the individuals and entities listed on Exhibit A (collectively, "Lenders") and Evident Technologies, Inc., a Delaware corporation (the "Company").

WHEREAS, the Company and the Lenders are parties to that certain Priority Term Facility Credit and Security Agreement, dated as of September 23, 2009, as amended and restated by that certain Amended and Restated Priority Term Facility Credit and Security Agreement dated as of May 1, 2010 (the "Credit and Security Agreement"), pursuant to which the Lenders agreed to make certain loans and provide certain financial accommodations to the Company, as particularly set forth therein; and

WHEREAS, in order to secure the Company's obligations to the Lenders under the Credit and Security Agreement, the Company executed and delivered in favor of the Lenders that certain Trademark Collateral Security Agreement dated as of June 1, 2010 (the "Trademark Security Agreement"), pursuant to which the Company granted to the Lenders a lien and security interest in and to the trademarks and trademark applications as more fully described on Exhibit B attached hereto and made a part hereof (the "Marks"), all registrations and applications for registration of the Marks, including the registrations identified in Exhibit B, together with the goodwill of the business symbolized by the marks and together with all of the Company's right to sue and recover for infringement of the Marks; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on June 29, 2010 at Reel 004236, Frame 0687; and

WHEREAS, in connection with the payment by the Company of all amounts owed to the Lenders under the Credit and Security Agreement, the Company has requested that the Lenders, execute and deliver this Agreement, and the Lenders have 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 Company and the Lenders hereby agree that the Trademark Security Agreement and the Credit and Security Agreement are terminated and deemed of no further force or effect and that the Company shall have no further obligation thereunder.

2. Release of Security Interest.

(a) The Lenders hereby terminate, cancel, discharge and release any and all liens and security interests in and to the Marks, all registrations and applications for registration of the Marks together with all of the Company's right to sue and recover for infringement of the Marks.

(b) Each of the Lenders represents and warrants that: (i) it has the full power and authority to execute this Agreement; and (ii) it has not recorded or otherwise evidenced its lien and/or security interest with respect to any trademarks or trademark applications owned by the Company, other than those of the foregoing trademarks and trademark applications set forth on Exhibit B, in any jurisdiction throughout the world.

3. Filing and Recording. Each of the Lenders hereby authorizes the Company to file and record this Agreement with the USPTO.

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

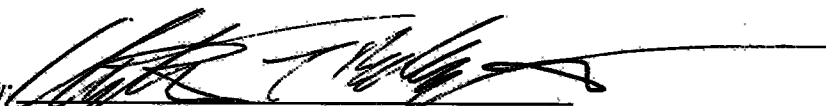
5. Further Assurances. Each of the Lenders agrees to take all further actions, and provide to the Company, the Company's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Company to more fully and effectively effectuate the purposes of this Agreement.

6. 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.

*\*\*\*\* Signature Pages Follow \*\*\*\**

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

EVIDENT TECHNOLOGIES, INC.

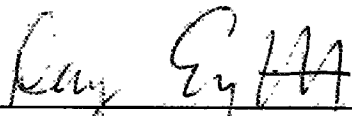
By: 

Name: Clinton T. Ballinger  
Title: Chief Executive Officer

STATE OF NEW YORK     )  
  ) SS  
COUNTY OF RENSSELAER)

I CERTIFY that on Nov. 4<sup>th</sup>, 2010, Clinton T. Ballinger personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he is the Chief Executive Officer of Evident Technologies, Inc., the corporation named in the attached document;
- (b) he 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 was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.




Commission of Superior Court/Notary Public

My Commission Expires:

**DARCY ENGLERT**  
**NOTARY PUBLIC**  
**STATE OF NEW YORK**  
**SCHENECTADY COUNTY**  
**LIC. # 01EN0047118**  
**COMM. EXP. 12/10/20 14**

SOLA LTD

By:   
Name: Christopher Pucillo  
Title: President

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

I CERTIFY that on 11/3, 2010, Christopher Pucillo personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is a President of SOLA Ltd, 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.

  
Commissioner of Superior Court/Notary Public

My Commission Expires:

**STEPHEN J. BLAMER**  
NOTARY PUBLIC, State of New York  
No. 0282489241  
Qualified in New York County  
Commission Expires April 27, 2011

Signature Page to Termination and Release of Trademark Collateral Security Agreement



OPALKA FAMILY INVESTMENT PARTNERS, LP

By: *CJ Opalka*  
Name: CHESTER J. OPALKA  
Title: PRESIDENT

STATE OF New York )  
COUNTY OF Rensselaer ) SS

I CERTIFY that on Oct. 27<sup>th</sup>, 2010, Chester Opalka personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is a auth. signatory of Opalka Family Investment Partners, LP, the limited partnership named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such limited partnership, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such limited partnership to execute and deliver the attached document on behalf of such limited partnership.

*Darcy Englert*  
Commissioner of Superior Court/Notary Public

My Commission Expires:

**DARCY ENGLERT**  
NOTARY PUBLIC  
STATE OF NEW YORK  
SCHENECTADY COUNTY  
LIC. # 01EN6047118  
COMM. EXP. 12/10/20 10





SINGER CHILDREN'S MANAGEMENT TRUST

By: Karen Singer  
Name: Karen Singer  
Title: Trustee

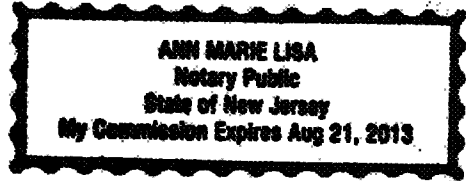
STATE OF New Jersey )  
) SS  
COUNTY OF Bergen )

I CERTIFY that on 10/26, 2010, Karen Singer personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is a Trustee of Singer Children's Management Trust, the trust named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such trust, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such trust to execute and deliver the attached document on behalf of such trust.

Ann Marie Lisi  
Commissioner of Superior Court/Notary Public

My Commission Expires: 8/21/2013



Signature Page to Termination and Release of Trademark Collateral Security Agreement

CHALIS CAPITAL LLC

By: *Sabino Rodriguez III*  
Name: Sabino Rodriguez III  
Title: Manager

STATE OF New York )  
 ) SS  
COUNTY OF New York )

I CERTIFY that on October   , 2010, Sabino Rodriguez III  
personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is a Manager of Chalis Capital LLC, the limited liability company named in the attached document;
- (b) he/she 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/she was authorized by such limited liability company to execute and deliver the attached document on behalf of such limited liability company.

*Debbie Lassiter*  
Commissioner of Superior Court/Notary Public

My Commission Expires: July 1, 2014

**DEBBIE D. LASSITER  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01LA5062512  
QUALIFIED IN QUEENS COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
COMMISSION EXPIRES JULY 1, 2014**

BAZCO, LLC

By: \_\_\_\_\_  
 Name: Jared E. Abbuzzese Sr  
 Title: Authorized Signatory

STATE OF Florida )  
   ) SS  
 COUNTY OF Palm Beach )

I CERTIFY that on 10/28, 2010, Jared E. Abbuzzese Sr personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is a Authorized Signatory of Bazco, LLC, the limited liability company named in the attached document;
- (b) he/she 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/she was authorized by such limited liability company to execute and deliver the attached document on behalf of such limited liability company.

Catherine B. Strout  
 Commissioner of Superior Court/Notary Public

My Commission Expires:



BIRCH HOLDINGS, LLC

By: *Rita Barr*  
Name: RITA BARR  
Title: AUTHORIZED SIGNATORY

STATE OF NEW YORK )  
                                      ) SS  
COUNTY OF RENSSELAER

I CERTIFY that on 10/26, 2010, RITA BARR personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is a AUTH. SIGNATORY of Birch Holdings, LLC, the limited liability company named in the attached document;
- (b) he/she 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/she was authorized by such limited liability company to execute and deliver the attached document on behalf of such limited liability company.

*Darcy Englert*  
Commissioner of Superior Court/Notary Public

My Commission Expires:

**DARCY ENGLERT  
NOTARY PUBLIC  
STATE OF NEW YORK  
SCHENECTADY COUNTY  
LIC. # 01EN6047118  
COMM. EXP. 12/10/20**

**EXHIBIT A**

Lender	Address
LC Capital Master Fund, LTD	680 Fifth Avenue, 12th Floor New York, New York 10019
Opalka Family Investment Partners, LP	6 Heather Ridge Averill Park, New York 12018
Walter L. Robb	c/o Vantage Management, Inc. 3000 Troy-Schenectady Road Schenectady, New York 12309
Singer Children's Management Trust	c/o Romulus Holdings, Inc. 2200 Fletcher Avenue, 5 <sup>th</sup> Floor Fort Lee, New Jersey 07024
Chalis Capital LLC	12 Norwalk Avenue Westport, Connecticut 06880
Bazco, LLC	8461 Lake Worth Road #109 Lake Worth, Florida 33467
Birch Holdings, LLC	28 Sage Lane Road Glenmont, New York 12077
SOLA LTD	c/o Solus Alternative Asset Management LP 430 Park Avenue, 9th Floor New York, New York 1002

**EXHIBIT B**

**U.S. Trademark Registrations**

<b><u>HOLDER</u></b>	<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
Borrower	EVIDOT	3151467	10/03/06
Borrower	EVIFLUOR	3136418	08/29/06
Borrower	EVITAGS	3410238	04/08/08
Borrower	NIGHTMARKER	3410763	04/08/08
Borrower	DOTSTRAND(word)	3636019	06/09/09
Borrower	DOTSTRAND (stylized)	3636020	06/09/09