

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citizens Bank of Pennsylvania		01/04/2012	Financial Institution: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	First Quality Products, Inc.
Street Address:	80 Cuttermill Road, Suite 500
City:	Great Neck
State/Country:	NEW YORK
Postal Code:	11021
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2278241	TOTAL CARE
Registration Number:	1901447	FIRST QUALITY
Registration Number:	2390759	FIRST QUALITY
Registration Number:	1986312	PREVAIL
Registration Number:	2390758	PREVAIL

**CORRESPONDENCE DATA**

Fax Number: (212)336-8001  
 Phone: 2123368000  
 Email: ptodocket@arelaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: AMSTER, ROTHSTEIN & EBENSTEIN LLP  
 Address Line 1: 90 Park Avenue  
 Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	34294-106	<b>TRADEMARK</b>
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NAME OF SUBMITTER:	Jessica Capasso
Signature:	/Jessica Capasso/
Date:	02/03/2012
Total Attachments: 2 source=Mellon - Signed TM Release#page1.tif source=Mellon - Signed TM Release#page2.tif	

TRADEMARK RELEASE

TRADEMARK RELEASE, effective as of this 4<sup>th</sup> day of JANUARY, 2012, given by Citizens Bank of Pennsylvania (successor in interest to Mellon Bank, N.A.), as Collateral Agent ("Agent") to First Quality Products, Inc. ("Grantor"), as follows:

WITNESSETH

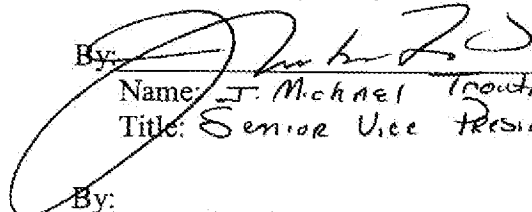
WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. Trademarks, trademark registrations and trademark applications more particularly set forth in Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the certain Security Agreement, dated as of December 18, 2000, between the Agent and the Grantor (the "Security Agreement")); and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor the security interest in the Trademarks set forth on Schedule A granted to Agent by the Grantor pursuant to the Security Agreement, which security was duly recorded on June 13, 2001, at Reel 2322, Frame 0631, and was corrected and rerecorded on February 22, 2005 at Reel 3033, Frame 0632, in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

MELLON BANK, N.A., as Collateral Agent

By:   
Name: J. Michael Troutman  
Title: Senior Vice President  
By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
TOTAL CARE	2,278,241	9/14/1999
FIRST QUALITY	1,901,447	6/27/1995
FIRST QUALITY	2,390,759	10/3/2000
PREVAIL	1,986,312	7/9/1996
PREVAIL	2,390,758	10/3/2000