

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
GE Corporate Finance Bank SAS, London Branch		03/05/2012	Banking Institution: FRANCE
RECEIVING PARTY DATA			
Name:	Lornamead Group Limited		
Street Address:	377-399 London Road		
Internal Address:	Sabre House		
City:	Camberley		
State/Country:	UNITED KINGDOM		
Postal Code:	GU15 3HL		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3179351	YARDLEY LONDON	
Registration Number:	1549739	YARDLEY OF LONDON	
Registration Number:	0021085	"LYPSYL"	
Registration Number:	2102103	RAPIDWHITE	
Registration Number:	1345435	WOODS OF WINDSOR	
Registration Number:	1470317	YARDLEY	
Registration Number:	2446688	YARDLEY	
CORRESPONDENCE DATA			
Fax Number:	(937)449-6405		
Phone:	(937) 449-6400		
Email:	anna.vislosky@dinsmore.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

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Correspondent Name: Kimberly Gambrel - Dinsmore & Shohl LLP
Address Line 1: One South Main Street
Address Line 2: Fifth Third Center - Suite 1300
Address Line 4: Dayton, OHIO 45402

ATTORNEY DOCKET NUMBER: LOU 0058 G5

DOMESTIC REPRESENTATIVE

Name: Kimberly Gambrel - Dinsmore & Shohl LLP
Address Line 1: One South Main Street
Address Line 2: Fifth Third Center - Suite 1300
Address Line 4: Dayton, OHIO 45402

NAME OF SUBMITTER: Kimberly Gambrel

Signature: /Kimberly Gambrel/

Date: 03/20/2012

Total Attachments: 22

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DEED OF RELEASE

DATED 5 MARCH 2012

BETWEEN

LORNAMEAD ACQUISITIONS LIMITED
as the Parent

AND

GE CORPORATE FINANCE BANK SAS, LONDON BRANCH
as Security Agent

ALLEN & OVERY

Allen & Overy LLP

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TRADEMARK
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THIS DEED OF RELEASE is dated March 2012 and is made **BETWEEN**:

- (1) **LORNAMEAD ACQUISITIONS LIMITED** (the **Parent**) (registered in England and Wales under number 05279065); and
- (2) **GE CORPORATE FINANCE BANK SAS, LONDON BRANCH** (the **Security Agent**).

BACKGROUND

- (A) The Parent and the Security Agent enter into this Deed in connection with the Security Trust Deed (as defined below), the Senior Term Facilities Agreement (as defined below) and the Intercreditor Agreement (as defined below).
- (B) The outstanding debt under the Senior Term Facilities Agreement was repaid on or about the date of this Deed and the Security Agent enters into this Deed to release the Released Assets from the Security created under the Security Documents.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Intercreditor Agreement means the intercreditor agreement dated on or about the 2007 Effective Date as amended and restated on or about the 2009 Effective Date between, among others, the Parent, the Released Parties and the Security Agent.

Local Security Release means any document executed by the Security Agent in order to release a Released Asset in any jurisdiction outside of England and Wales where such Released Assets are located.

Released Assets means all property and assets of each of the Released Parties from time to time mortgaged, charged, assigned or otherwise secured by or pursuant to the Security Documents.

Released Parties means:

- (a) the Parent;
- (b) Lornamead Group Limited registered in England and Wales under number 06221527;
- (c) Lornamead UK Limited registered in England and Wales under number 01766292;
- (d) Lornamead GmbH registered in Germany under number HRB 90953;
- (e) Lornamead Inc. registered in Delaware under number 74-3071353; and
- (f) Tencor Limited registered under the laws of St Kitts and Nevis, West Indies with number 7756.

Security Documents means the documents listed in Schedule 1 to this Deed together with any other document from time to time executed by any person by way of Security for the obligations of any Released Party pursuant to the Transaction Documents.

Security Trust Deed means the security trust deed originally dated 22 December 2006 as amended and restated on 31 December 2007 and as amended and restated 25 June 2009 and entered into between, among others, the Parent, the Released Parties and the Security Agent.

Senior Term Facilities Agreement means the senior facilities agreement originally dated 22 December 2006 as amended on 29 March 2007, 8 May 2007 and 22 September 2009 and as amended and restated on 31 December 2007 and 25 June 2009 and as further amended on 8 December 2009 and as further amended and restated on 30 June 2011 between, among others, the Parent, the Released Parties and the Security Agent.

1.2 Construction

- (a) Capitalised terms defined in the Senior Term Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of subclause 1.1 (Interpretation) of the Senior Term Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Senior Term Facilities Agreement are to be construed as references to this Deed.

2. RELEASE

- 2.1 With effect from the date of this Deed, and subject to Clause 5 below, the Security Agent releases the Released Assets from all Security created under or evidenced by the Security Documents and reassigns and retransfers to the Released Parties all right, interest and title of the Security Agent in and to the Released Assets.
- 2.2 Subject to Clause 2.3 below, the Security Agent releases and discharges each of the Released Parties from all past, present and future liability under all guarantees created by any of the Released Parties in favour of the Security Agent under or in connection with the Finance Documents, including, but not limited to, the guarantee and indemnity contained at Clause 19 of the Senior Term Facilities Agreement (collectively, the **Guarantees**), as well as from all actions, accounts, claims and demands in respect of the Guarantees.
- 2.3 If any payment made by any Released Party to any Finance Party under or in connection with the Finance Documents is avoided or must be restored on insolvency, liquidation or administration of any person or otherwise without limitation, the liability of each Released Party under the Guarantees will continue and/or be reinstated as if the releases under Clause 2.2 above had not occurred and Clause 2.2 above will be deemed to have no effect to the extent of such payment.
- 2.4 The Released Parties and their counsel are hereby authorised and directed (but without in any way conferring any right, power or authority on any Released Party to act on behalf of or as attorney or agent for, the Security Agent), without further notice, to file this instrument and/or any other lien releases or releases or termination statements of any Security under each of the Security Documents and mortgage releases, deeds of satisfaction and other releases that are necessary to release all liens and other Security constituted by the Security Documents in any applicable jurisdiction where the Released Parties have granted such Security to the Security Agent, without the signature of the Security Agent, to the extent permitted by law.
- 2.5 The Released Parties and their counsel are hereby authorised and directed, without further notice, to deliver a copy of this deed to any insurance company, insurance broker, bank, landlord, tenant,

warehouseman or other person to evidence the termination and release of all security constituted by the Security Documents and liens which the Released Parties have granted to the Security Agent under the Security Documents.

3. INTELLECTUAL PROPERTY RELEASE

3.1 Notwithstanding the releases contained in Clause 2 above, the Security Agent acknowledges that the Released Assets include all Intellectual Property which are subject to Security under the Security Documents.

3.2 The Security Agent agrees that any Released Party may provide a copy of this Deed or any Local Security Release to any intellectual property registrar in connection with the deregistration of any Transaction Security over any Intellectual Property which is subject to Security under the Security Documents.

4. EFFECT OF RELEASES

No representation, warranty or assurance of any nature is made or given by the Security Agent as to the effect of this Deed in releasing any Released Asset from any Security created or evidenced by the Security Documents and the Parent hereby confirms that it and each other Released Party have satisfied itself (including the taking appropriate legal advice) as to all such matters.

5. FURTHER ASSURANCES

The Security Agent will, at the request and cost of the Parent, take whatever action is reasonably necessary to release and/or reassign the Released Assets from the Security created under the Security Documents.

6. LOCAL SECURITY RELEASE

To the extent of any inconsistency between this Deed and any Local Security Release in relation to any procedural requirement in connection with the release of the Security under the Security Documents, the relevant Local Security Release shall prevail.

7. EXPENSES

The Parent shall within 3 Business Days of demand, pay all reasonable costs and expenses incurred by the Security Agent or any person appointed by the Security Agent relating to the Transaction Security in connection with the negotiation, preparation and execution of this Deed and any related documentation (including the fees and expenses of legal advisors and any applicable value added taxes).

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

(a) A person other than a Released Party who is not party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

(b) All rights of a Released Party under this Deed are subject to Clause 4 above.

(c) Notwithstanding any term of this Deed, the consent of any third party is not required to rescind, vary, amend (including any release or compromise of any liability) or terminate this Deed at any time.

9. **COUNTERPARTS**

This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

10. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

SECURITY DOCUMENTS

(English Security Documents)

No.	Document	Date
1.	Debenture creating fixed and floating charges all over the assets of Lornamead Acquisitions Limited and Lornamead UK Limited	22 December 2006
2.	Assignment of key-man policies by Lornamead Acquisitions Limited	6 October 2009
3.	Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006)	8 May 2007
4.	Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006)	12 June 2007
5.	Accession deed by Lornamead Group Limited (relating to a Debenture dated 22 December 2006)	6 August 2007
6.	Debenture creating fixed and floating charges over all the assets of Lornamead Acquisitions Limited, Lornamead UK Limited and Lornamead Group Limited	31 December 2007
7.	Accession deed between Lornamead FZE, Lornamead Acquisitions Limited and Kaupthing (relating to a debenture dated 31 December 2007)	7 February 2008
8.	Assignment of key-man policy by Lornamead Acquisitions Limited	4 March 2008
9.	Share charge between Tencor Limited and the Security Agent	25 June 2009
10.	Confirmation of security interest in intellectual property between Lornamead Group Limited and the Security Agent	23 July 2009
11.	Assignment of Key-man Policy between Lornamead Acquisitions Limited and the Security Agent	13 October 2009

(German Security Documents)

No.	Document	Date
1.	Share Pledge Agreement by Lornamead Acquisitions Limited over the shares in Lornamead GmbH	20 December 2006
2.	Intellectual Property Security Assignment Agreement by Lornamead GmbH	22 December 2006

3.	Pledge over Bank Accounts by Lornamead GmbH	22 December 2006
4.	Share Pledge Assumption Agreement by Lornamead Group Limited (relating to Share Pledge Agreement dated 20 December 2006)	6 July 2007
5.	Security Purpose Expansion Agreement by Lornamead Group Limited (relating to Share Pledge Agreement dated 20 December 2006, as amended by a Share Pledge Assumption Agreement dated 6 July 2007)	29 January 2008
6.	Security Purpose Expansion and Amendment by Lornamead GmbH (relating to an Intellectual Property Security Assignment Agreement and Pledge over Bank Accounts each dated 22 December 2006)	29 January 2008
7.	Intellectual Property Security Assignment Agreement by Lornamead, Inc.	19 June 2008
8.	Intellectual Property Security Assignment Agreement by Lornamead Group Limited	19 June 2008
9.	Assignment over receivables by Lornamead GmbH	on or around the 2009 Effective Date
10.	Security Purpose Expansion Agreement between Lornamead GmbH and GE (relating to an account pledge agreement dated 22 December 2006)	24 June 2009
11.	Security Purpose Expansion Agreement between Lornamead, Inc. and GE (relating to an intellectual property security assignment dated 19 June 2008)	24 June 2009
12.	Security Purpose Expansion Agreement between Lornamead Group Limited and GE (relating to an intellectual property security assignment dated 19 June 2008)	24 June 2009
13.	German second-ranking account pledge agreement (and notification of the pledge)	7 July 2011
14.	German security amendment and restatement agreement	7 July 2011
15.	German second-ranking share pledge agreement (and notification of the pledge)	7 July 2011

(Swedish Security Documents)

No.	Document	Date
1.	First Priority Pledge Agreement relating to certain trademarks by Lornamead Group Limited	16 April 2008

2.	First Priority Pledge Agreement relating to certain trademarks by Lornamead, Inc.	16 April 2008
3.	Pledge agreement relating to certain trademarks between Lornamead Group Limited and the Security Agent	23 July 2009

(Canadian Security Documents)

No.	Document	Date
1.	Security Agreement over all the property and undertaking of Lornamead Group Limited	31 July 2008
2.	Security Agreement over all the property and undertaking of Lornamead, Inc.	31 July 2008

SIGNATORIES

Parent

EXECUTED AS A DEED by
LORNAMEAD ACQUISITIONS LIMITED
acting by

) 

J. OSBORN

Director

In the presence of:

Witness's signature:



Name:

SUE ROBINSON

Address:

The Coach House, Castle Stone Road
Chobham, Surrey GU24 8EF

Security Agent

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS,
LONDON BRANCH)

Authorised Signatory

Authorised Signatory

SIGNATORIES

Parent

EXECUTED AS A DEED by)
LORNAMEAD ACQUISITIONS LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Name:

Address:

Security Agent

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS,)
LONDON BRANCH)

Authorised Signatory

M. By

MARY ANN BOJOR

Authorised Signatory

AUTHORISED SIGNATORY

VH

VERONICA IRLAM
AUTHORISED SIGNATORY

DEED OF TERMINATION

THIS DEED OF TERMINATION is dated March 2012 and is made **BETWEEN**:

- (1) **GE CORPORATE FINANCE BANK SAS, LONDON BRANCH** (as Agent, Mezzanine Agent and Security Agent);
- (2) **GE CORPORATE FINANCE BANK SAS** (as Senior Lender and Mezzanine Lender);
- (3) **LORNAMEAD ACQUISITIONS LIMITED** (registered in England and Wales under number 05279065);
- (4) **LORNAMEAD GROUP LIMITED** (registered in England and Wales under number 06221527);
- (5) **LORNAMEAD UK LIMITED** (registered in England and Wales under number 01766292);
- (6) **LORNAMEAD GmbH** (registered in Germany under number HRB 90953); and
- (7) **LORNAMEAD Inc.** (registered in Delaware under number 3590853) (each an Obligor and together, the Obligors).

IT IS AGREED as follows:

1. WINDING UP OF TRUST

- (a) With effect from the date of this Deed, the trusts created under the clause 2 (Declaration of Trust) of the security trust deed originally dated 22 December 2006 as amended and restated on 31 December 2007 and as amended and restated 25 June 2009 and entered into between, among others, the Parent and the Security Agent (the **Security Trust Deed**), shall be terminated and wound up in accordance with the clause 24(a) (Winding-up of Trust and Perpetuity Period) of the Security Trust Deed.
- (b) Paragraph (a) above shall be without prejudice to the continuation of the other terms and provisions of the Security Trust Deed (including, without limitations, all protections afforded to the Security Agent under and in accordance with such terms and provisions).

2. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

SIGNATORIES

Agent

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS,)
LONDON BRANCH)

Authorised Signatory

M. Byers

MARY ANN BOJOR

Authorised Signatory

AUTHORISED SIGNATORY

Vh

VERONICA IRLAM
AUTHORISED SIGNATORY

Mezzanine Agent

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS,)
LONDON BRANCH)

Authorised Signatory

M. Byers

MARY ANN BOJOR

Authorised Signatory

AUTHORISED SIGNATORY

Vh

VERONICA IRLAM
AUTHORISED SIGNATORY

Security Agent

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS,)
LONDON BRANCH)

Authorised Signatory

M. Byers

MARY ANN BOJOR

Authorised Signatory

AUTHORISED SIGNATORY

Vh

VERONICA IRLAM
AUTHORISED SIGNATORY

Senior Lender

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS)

Authorised Signatory

Michael S. Dandrea (Gerard S. Dawkins, Attorney - Signatory)

Authorised Signatory

Nicole Gates

Nicole Gates
Managing Director

EXECUTION VERSION

Mezzanine Lender

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS)

Authorised Signatory

Authorised Signatory

Ad S. Dardue (Gerard S. Dardue, At the head of Signatures)
Nicole JS
Nicole Gates
Managing Director

Obligors

EXECUTED AS A DEED by)
LORNAMEAD ACQUISITIONS LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by)
LORNAMEAD GROUP LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Name:

Address:

Mezzanine Lender

EXECUTED AS A DEED by)
GE CORPORATE FINANCE BANK SAS)


Authorised Signatory

Authorised Signatory

Obligors

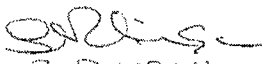
EXECUTED AS A DEED by)
LORNAMEAD ACQUISITIONS LIMITED)
acting by

Director




J. OSBORNE

In the presence of:

Witness's signature: 
Name: SUE ROBINSON
Address: THE COACH HOUSE, CASTLE GROVE ROAD
CHOBHAM, SURREY GU24 8EF

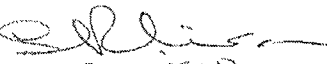
EXECUTED AS A DEED by)
LORNAMEAD GROUP LIMITED)
acting by

Director




J. OSBORNE

In the presence of:

Witness's signature: 
Name: SUE ROBINSON
Address: THE COACH HOUSE CASTLE GROVE ROAD
CHOBHAM, SURREY GU24 8EF

EXECUTION VERSION

EXECUTED AS A DEED by
LORNAMEAD UK LIMITED
acting by

)
) 
)

Director

J. OSBORN

In the presence of:

Witness's signature:




Name:

SUE ROBINSON

Address:

THE COACH HOUSE, CASTLE GROVE ROAD
CHOBHAM, SURREY GU24 8EF

EXECUTED AS A DEED by
LORNAMEAD GmbH
acting by

)
) 
)

Director

J. OSBORN

In the presence of:

Witness's signature:



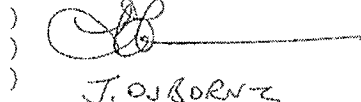
Name:

SUE ROBINSON

Address:

THE COACH HOUSE, CASTLE GROVE ROAD
CHOBHAM, SURREY GU24 8EF

EXECUTED AS A DEED by
LORNAMEAD INC.
acting by

)
) 
)

Director

J. OSBORN

In the presence of:



Witness's signature:

Name:

SUE ROBINSON

Address:

THE COACH HOUSE, CASTLE GROVE ROAD
CHOBHAM, SURREY GU24 8EF

EXECUTION VERSION

Lornamead Acquisitions Limited
Sabre House, London Road
Camberley, Surrey, GU15 3HL
United Kingdom

Our ref 0084020-0000036 NY:13447088.3

March 1, 2012

Release of collateral granted pursuant to the US Collateral Documents (as defined below)

Ladies and Gentlemen:

We, GE Corporate Finance Bank SAS, London Branch (the **Security Agent**) as successor to Kaupthing Bank HF (the **Original Security Agent**) hereby release the US Collateral (as defined herein) in accordance with terms set forth in this release of collateral.

Reference is made to:

- (a) the multicurrency senior term and revolving facilities agreement dated December 26, 2006, as amended on March 29, 2007, May 8, 2007 and September 22, 2009 and as amended and restated on December 31, 2007 and June 25, 2009 and as further amended on December 8, 2009 and as further amended and restated on June 30, 2011 between, among others, Lornamead Acquisitions Limited, a limited liability company incorporated in England and Wales with registered number 05279065 (the **Parent**), the Obligors and the Security Agent (the **Senior Facilities Agreement**);
- (b) the security agreement, dated December 22, 2006, between Lornamead Brands Inc., a Delaware corporation and the Original Security Agent, as security agent for itself and certain lenders (as amended, modified or supplemented from time to time, and as in effect on the date hereof, the **Security Agreement**);
- (c) the trademark security agreement, dated as of December 22, 2006, by Lornamead Inc., a Delaware corporation (**Lornamead Inc.**), in favor of the Original Security Agent, as security trustee under the Senior Facilities Agreement (as amended, amended and restated, modified or supplemented from time to time, and as in effect on the date hereof, the **Trademark Security Agreement**);
- (d) the trademark security agreement, dated as of May 14, 2008, by Lornamead Group Limited, an English company with registration number 0622157 (**Lornamead Group**), in favor of the Original Security Agent, as security trustee under the Senior Facilities Agreement (as amended, restated, modified or supplemented from time to time, and as in effect on the date hereof, the **Group Trademark Security Agreement**);
- (e) the patent security agreement, dated as of December 22, 2006, by Lornamead Brands Inc. in favor of the Original Security Agent, as security agent (as amended, restated, modified or supplemented from time to time, and as in effect on the date hereof, the **Patent Security Agreement**);
- (f) the amended and restated share pledge agreement, dated August 6, 2007, by Lornamead Group, for the benefit of the Original Security Agent, in its capacity as security agent for itself and certain lenders (as amended, restated, modified or supplemented from time to time, the **Pledge Agreement**);

- (g) the pledge and security agreement, dated July 31, 2008, in favor of the Original Security Agent by Lornamead Group (as amended, restated, modified or supplemented from time to time, the **Group Pledge Agreement**);
- (h) the pledge security agreement, dated April 9, 2008, in favor of the Original Security Agent by George Russell (as amended, restated, modified or supplemented from time to time, the **GR Pledge Agreement**);
- (i) the pledge security agreement, dated April 9, 2008, in favor of the Original Security Agent by James A. Nass (as amended, restated, modified or supplemented from time to time, the **JAN Pledge Agreement**);
- (j) the pledge security agreement, dated April 9, 2008, in favor of the Original Security Agent by Jonathan J. Osborne (as amended, restated, modified or supplemented from time to time, the **JJO Pledge Agreement**);
- (k) the pledge security agreement, dated April 17, 2008, in favor of the Original Security Agent by Jeff Lokken (as amended, restated, modified or supplemented from time to time, the **JL Pledge Agreement**);
- (l) the pledge security agreement, dated April 9, 2008, in favor of the Original Security Agent by Lornamead Group (as amended, restated, modified or supplemented from time to time, the **LG Pledge Agreement**);
- (m) the pledge security agreement, dated April 9, 2008, in favor of the Original Security Agent by Mitesh Devshi Jatania (as amended, restated, modified or supplemented from time to time, the **MDJ Pledge Agreement**);
- (n) the pledge security agreement, dated April 7, 2008, in favor of the Original Security Agent by Scott Emerson (as amended, restated, modified or supplemented from time to time, the **SE Pledge Agreement**, and together with the Pledge Agreement, the Group Pledge Agreement, the GR Pledge Agreement, the JAN Pledge Agreement, the JJO Pledge Agreement, the JL Pledge Agreement, the LG Pledge Agreement and the MGJ Pledge Agreement, collectively, the **US Pledge Agreements**);
- (o) the deposit account control agreement dated on or about December 22, 2006, between Lornamead Inc. (formerly Lornamead Brands, Inc.), the Original Security Agent, as agent and Bank of America, N.A. (as amended, restated, modified or supplemented from time to time, the **Deposit Account Control Agreement 1**);
- (p) the deposit account control agreement dated on or about December 22, 2006, between Lornamead Inc. (formerly Lornamead Brands, Inc.), the Original Security Agent, as agent and Bank of America, N.A. (as amended, restated, modified or supplemented from time to time, the **Deposit Account Control Agreement 2**); and
- (q) the deposit account control agreement dated on or about December 22, 2006, between Lornamead Inc. (formerly Lornamead Brands, Inc.), the Original Security Agent, as agent and Bank of America, N.A. (as amended, restated, modified or supplemented from time to time, the **Deposit Account Control Agreement 3**, and together with the Deposit Account Control Agreement 1 and Deposit Account Control Agreement 2, collectively, the **Deposit Account Control Agreements**, and together with the Security Agreement, the Trademark Security Agreement, the Group Trademark Security Agreement and the US Pledge Agreements, collectively, the **US Collateral Documents**)

Capital terms used herein and not otherwise defined shall have the meanings provided in the Security Agreement, as applicable.

Pursuant to the Security Agreement, to secure the obligations of all Obligors under the Finance Documents, Lornamead Inc. (formerly, Lornamead Brands, Inc.) granted to the Original Security Agent for the benefit of the Secured Parties, a security interest over, among other things, all accounts, goods, inventory, equipment, chattel paper, instruments, deposit accounts, books and records, and all products and proceeds of any of the foregoing, as more specifically set forth therein (collectively, the **Collateral**).

The Original Security Agent perfected its security interest in the deposit accounts held by Lornamead Inc. with Bank of America, N.A., including but not limited to account number: 9429486657 (the **Deposit Account Collateral**), pursuant to the Deposit Account Control Agreements.

Pursuant to the Trademark Security Agreement and Group Trademark Security Agreement, to secure the Secured Obligations, Lornamead Inc. and Lornamead Group, have each granted to the Original Security Agent for the benefit of the Secured Parties, a security interest over all Trademarks (as defined therein), all general intangibles constituting Trademarks, and all proceeds (including insurance proceeds) of the foregoing (collectively, the **Trademark Collateral**).

Pursuant to the Patent Security Agreement, to secure the Secured Obligations, Lornamead Inc. (formerly Lornamead Brands, Inc.) has granted to the Original Security Agent for the benefit of the Secured Parties, a security interest over all Patents (as defined therein) (the **Patent Collateral**, and together with the Trademark Collateral, collectively, the **IP Collateral**).

Pursuant to the terms of the US Pledge Agreements, Lornamead Group, George Russell, James A. Nass, Jonathan J. Osborne, Jeff Lokken, Mitesh Devshi Jatania and Scott Emerson have granted to the Original Security Agent, for the benefit of the Secured Parties, a security interest in certain capital stock of Lornamead Inc., dividends from time to time received, receivable or otherwise distributed in respect thereof, and all proceeds of any and all of the foregoing (collectively, the **Stock Collateral**, and together with the Collateral, the Deposit Account Collateral and the IP Collateral, collectively, the **US Collateral**).

You have informed us of your intention to fully repay all the loans and obligations outstanding under the Senior Facilities Agreement, and in that connection you have requested that all US Collateral be released from the Senior Facilities Agreement.

As a result of the full repayment of all loans and obligations outstanding under the Senior Facilities Agreement, we hereby release the US Collateral and release the Parent, Lornamead Group, Lornamead Inc., George Russell, James A. Nass, Jonathan J. Osborne, Jeff Lokken, Mitesh Devshi Jatania and Scott Emerson (collectively, the **Released Parties**) from their respective obligations under or in connection with the US Collateral Documents except for (i) any provisions of the US Collateral Documents which specifically survive the release of the Collateral or the full repayment of the obligations outstanding under the Senior Facilities Agreement, and (ii) any provisions of the US Collateral Documents relating to expenses and indemnifications of the Agent or the Secured Parties, to the extent applicable. Upon release, all liens and encumbrances held by the Security Agent and Secured Parties against any of the US Collateral shall immediately terminate.

The Security Agent agrees (at the expense of the Parent) to take all reasonable additional steps requested by the Released Parties as may be necessary to release its security interests in the US Collateral created under the US Collateral Documents and consents to the filing of UCC-3 termination statements and any additional filings as required by the United States Patent and Trademark Office to effect the release of the IP Collateral by the Parent, Lornamead Group, Lornamead Inc. or their designees. The Parent agrees to pay the Security Agent for all out-of-pocket costs and expenses incurred by the Security Agent in connection with the matters referred to in this

Signature Page -- Release

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paragraph, and acknowledges that the Security Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Released Parties as set forth herein is made without recourse, representation, warranty or other assurance of any kind by the Security Agent or any Lender as to the Security Agent's or any Lender's rights in any collateral security for amounts owing under the Finance Documents, the condition or value of any US Collateral, or any other matter.

This release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York applicable to agreements made and to be performed entirely within such State.

Any term of this Release may be amended or waived only by the written agreement of the Security Agent and the Parent.

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GE CORPORATION FINANCE BANK SAS,
LONDON BRANCH, as Security Agent

M. Bojor

V. Irlam

By:

Title:

MARY ANN BOJOR
AUTHORISED SIGNATORY

VERONICA IRLAM
AUTHORISED SIGNATORY

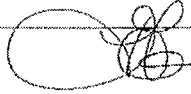
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Acknowledged and agreed:

LORNAMEAD ACQUISITIONS LIMITED .

By:
Title:



J. OSBORN
DIRECTOR

Acknowledgement Page -- Release