

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/02/2012	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Sun Products Corporation f/k/a Huish Detergents, Inc.
Street Address:	60 Danbury Road
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85660364	WHITE RAIN
Registration Number:	0645526	ADORN
Registration Number:	3101105	COLOR NOURISH
Registration Number:	0416405	TONI
Registration Number:	0770080	WHITE RAIN
Registration Number:	1428955	WHITE RAIN
Registration Number:	1269557	MINK DIFFERENCE
Registration Number:	0884762	THE DRY LOOK
Registration Number:	3593822	TONI
Registration Number:	0551925	WHITE RAIN
Registration Number:	1771001	WHITE RAIN
Registration Number:	2913140	WHITE RAIN
Serial Number:	85116857	WHITE RAIN SENSATIONS

OP \$340.00 85660364

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2122776501

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212)277-6500

Email: goodwillj@dicksteinshapiro.com

Correspondent Name: Clark W. Lackert

Address Line 1: Dickstein Shapiro LLP

Address Line 2: 1633 Broadway

Address Line 4: New York, NEW YORK 10019-6708

ATTORNEY DOCKET NUMBER:	H0352.0119
NAME OF SUBMITTER:	Clark W. Lackert
Signature:	/Clark W. Lackert/
Date:	07/03/2012
Total Attachments: 4 source=Release of Second Lein#page1.tif source=Release of Second Lein#page2.tif source=Release of Second Lein#page3.tif source=Release of Second Lein#page4.tif	

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

TERMINATION AND RELEASE dated as of July __, 2012, from JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent (the "Agent") for the Lenders, to The Sun Products Corporation (f/k/a Huish Detergents, Inc.), a Delaware corporation, with an address at 60 Danbury Road, Wilton, CT 06897 ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Guarantee and Security Agreement, dated as of April 26, 2007, made by the Grantors (as defined therein) in favor of the Agent (the "Second Lien Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Second Lien Grant of Security Interest in Trademark Rights dated as of April 26, 2007 and that certain Second Lien Grant of Security Interest in Trademark Rights dated as of September 8, 2008, in each case, among the Agent and Obligor (the "Security Agreements"), Obligor, by reference to the Second Lien Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on July 11, 2007 at Reel 3578 Frame 661, and on October 14, 2008 at Reel 3870 Frame 562; 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 Second Lien 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. The term "Trademarks" shall have the meaning provided by reference in the Second Lien Security Agreement and the Security Agreements.

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.

SCHEDULE A
U.S. Trademark Registrations and Applications

Owner	Trademark	Serial No. or Reg. No.
The Sun Products Corporation	WHITE RAIN	85/660,364
The Sun Products Corporation	ADORN	645,526
The Sun Products Corporation	COLOR NOURISH	3,101,105
The Sun Products Corporation	TONI	416,405
The Sun Products Corporation	WHITE RAIN	770,080
The Sun Products Corporation	WHITE RAIN	1,428,955
The Sun Products Corporation	MINK DIFFERENCE	1,269,557
The Sun Products Corporation	THE DRY LOOK	884,762
The Sun Products Corporation	TONI	3,593,822
The Sun Products Corporation	WHITE RAIN	551,925
The Sun Products Corporation	WHITE RAIN	1,771,001
The Sun Products Corporation	WHITE RAIN	2,913,140
The Sun Products Corporation	WHITE RAIN SENSATIONS	85/116857