

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
JPMorgan Chase Bank, N.A., as Administrative Agent		08/03/2012	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Howard Berger Co. Inc.
Street Address:	324A Half Acre Road
City:	Cranbury
State/Country:	NEW JERSEY
Postal Code:	08512
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1129463	GUARD
Registration Number:	1259803	DIAMOND
Registration Number:	1819957	MOUSE GUARD
Registration Number:	2135044	AQUA PLUMB
Registration Number:	2135045	AQUA PLUMB
Registration Number:	2145405	AQUA PLUMB
Registration Number:	2154244	AQUA PLUMB
Registration Number:	2244920	AQUA PLUMB
Registration Number:	2248571	FLY GUARD
Registration Number:	2190482	
Registration Number:	2203993	EVERYTHING BUT THE PAINT
Registration Number:	2625507	PROMAG II
Registration Number:	3123898	COMFORT ZONE
Registration Number:	2630193	PROMAG II

OP \$590.00 1129463

TRADEMARK

Registration Number:	2492650	DINO-SAW
Registration Number:	2753704	DINO-SAW
Registration Number:	2988427	COMFORT ZONE
Registration Number:	3337751	POOCH 'N PURR
Registration Number:	3633858	LE PETITE
Registration Number:	3636443	HOT SHOT
Registration Number:	3636444	EL DIABLO
Registration Number:	3389839	POOCH 'N PURR
Registration Number:	3199848	POOCH 'N PURR

**CORRESPONDENCE DATA**

Fax Number: 3128637865  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
Address Line 2: Ste. 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.149
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	08/05/2012

Total Attachments: 4  
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## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest is made this 3rd day of August, 2012, (“Effective Date”) by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for Lenders (as that term is defined in the Credit Agreement referenced below, “Administrative Agent”), in favor of Howard Berger Co. Inc., a New York corporation, with its chief executive office at 324A Half Acre Road, Cranbury, New Jersey 08512 (“Grantor/Assignee”), as described below:

WHEREAS, in connection with the Credit Agreement dated September 30, 2008, by and among Grantor/Assignee, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Administrative Agent and Grantor/Assignee entered into a Trademark Security Agreement dated September 30, 2008 (“Security Agreement”), said Security Agreement having been recorded at the United States Patent and Trademark Office on November 6, 2008, starting at Trademark reel/frame 3883/0621, wherein Grantor/Assignee granted to Administrative Agent for Lenders a continuing security interest in, and a continuing Lien upon, and collateral assignment of the Trademark Collateral, as this term is defined in the Security Agreement, to secure the payment of the Secured Obligations of Grantor/Assignee (as defined in the Credit Agreement), including, but not limited to, the trademark properties listed in Schedule 1 attached hereto; and

WHEREAS, Grantor/Assignee has fully satisfied the Secured Obligations as set forth in the Credit Agreement and Administrative Agent has agreed to release and discharge its continuing security interest and Lien in and assign back to Grantor/Assignee the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Administrative Agent hereby releases, discharges and remits to Grantor/Assignee any and all right, title and interest in and to the Trademark Collateral, arising in connection with the Credit Agreement and the Security Agreement, including, but not limited to the trademark properties listed on Schedule 1 attached hereto, and hereby authorizes Administrative Agent’s authorized representative to record this Release of Trademark Security Interest with the United States Patent and Trademark Office.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, JPMorgan Chase Bank N.A., as Administrative Agent for Lenders, duly executes this Release of Trademark Security Interest by its duly authorized officer as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_

Name: Thomas G. Williams

Authorized Officer

Title: \_\_\_\_\_

*Signature Page to Release of Trademark Security Interest –  
JPMorgan Chase Bank, N.A., as Administrative Agent for Lenders*

**TRADEMARK**  
**REEL: 004835 FRAME: 0994**

## SCHEDULE 1

### Trademarks

Serial #: <u>73092693</u> Mark: GUARD	Filing Dt: 07/07/1976	Reg #: <u>1129463</u>	Reg. Dt: 01/22/1980
Serial #: <u>73358046</u> Mark: DIAMOND	Filing Dt: 04/05/1982	Reg #: <u>1259803</u>	Reg. Dt: 12/06/1983
Serial #: <u>74381773</u> Mark: MOUSE GUARD	Filing Dt: 04/19/1993	Reg #: <u>1819957</u>	Reg. Dt: 02/08/1994
Serial #: <u>75145347</u> Mark: AQUA PLUMB	Filing Dt: 08/05/1996	Reg #: <u>2135044</u>	Reg. Dt: 02/03/1998
Serial #: <u>75145352</u> Mark: AQUA PLUMB	Filing Dt: 08/05/1996	Reg #: <u>2135045</u>	Reg. Dt: 02/03/1998
Serial #: <u>75145354</u> Mark: AQUA PLUMB	Filing Dt: 08/05/1996	Reg #: <u>2145405</u>	Reg. Dt: 03/17/1998
Serial #: <u>75145355</u> Mark: AQUA PLUMB	Filing Dt: 08/05/1996	Reg #: <u>2154244</u>	Reg. Dt: 04/28/1998
Serial #: <u>75201512</u> Mark: AQUA PLUMB	Filing Dt: 11/21/1996	Reg #: <u>2244920</u>	Reg. Dt: 05/11/1999
Serial #: <u>75254854</u> Mark: FLY GUARD	Filing Dt: 03/10/1997	Reg #: <u>2248571</u>	Reg. Dt: 06/01/1999
Serial #: <u>75254855</u> Mark:	Filing Dt: 03/10/1997	Reg #: <u>2190482</u>	Reg. Dt: 09/22/1998
Serial #: <u>75381721</u> Mark: EVERYTHING BUT THE PAINT	Filing Dt: 10/30/1997	Reg #: <u>2203993</u>	Reg. Dt: 11/17/1998
Serial #: <u>75690698</u> Mark: PROMAG II	Filing Dt: 04/23/1999	Reg #: <u>2625507</u>	Reg. Dt: 09/24/2002
Serial #: <u>76071304</u> Mark: COMFORT ZONE	Filing Dt: 06/13/2000	Reg #: <u>3123898</u>	Reg. Dt: 08/01/2006
Serial #: <u>76141710</u> Mark: PROMAG II	Filing Dt: 10/05/2000	Reg #: <u>2630193</u>	Reg. Dt: 10/08/2002
Serial #: <u>76170433</u> Mark: DINO-SAW	Filing Dt: 11/22/2000	Reg #: <u>2492650</u>	Reg. Dt: 09/25/2001
Serial #: <u>76170434</u> Mark: DINO-SAW	Filing Dt: 11/22/2000	Reg #: <u>2753704</u>	Reg. Dt: 08/19/2003
Serial #: <u>76202973</u> Mark: COMFORT ZONE	Filing Dt: 01/31/2001	Reg #: <u>2988427</u>	Reg. Dt: 08/30/2005
Serial #: <u>76668497</u> Mark: POOCH 'N PURR	Filing Dt: 11/06/2006	Reg #: <u>3337751</u>	Reg. Dt: 11/20/2007
Serial #: <u>77433804</u> Mark: LE PETITE	Filing Dt: 03/27/2008	Reg #: <u>3633858</u>	Reg. Dt: 06/09/2009
Serial #: <u>77433816</u> Mark: HOT SHOT	Filing Dt: 03/27/2008	Reg #: <u>3636443</u>	Reg. Dt: 06/09/2009

RELEASE (ORIGINAL) SCHEDULE 1

**TRADEMARK**  
**REEL: 004835 FRAME: 0995**

Serial #: <u>77434127</u>	Filing Dt: 03/28/2008	Reg #: <u>3636444</u>	Reg. Dt: 06/09/2009
Mark: EL DIABLO			
Serial #: <u>78631850</u>	Filing Dt: 05/17/2005	Reg #: <u>3389839</u>	Reg. Dt: 02/26/2008
Mark: POOCH 'N PURR			
Serial #: <u>78977840</u>	Filing Dt: 05/17/2005	Reg #: <u>3199848</u>	Reg. Dt: 01/16/2007
Mark: POOCH 'N PURR			

RELEASE (ORIGINAL) SCHEDULE 1

RECORDED: 08/05/2012

TRADEMARK  
REEL: 004835 FRAME: 0996