

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amegy Bank National Association, as Administrative Agent		02/04/2013	Banking Association: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Magnablend, Inc.		
<b>Street Address:</b>	326 North Grand Avenue		
<b>City:</b>	Waxahachie		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75165		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3625468	MAGNABLEND	
<b>Registration Number:</b>	3645628	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACTURING, BLENDING & PACKAGING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Andrew Fessak/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patent and Trademark Department		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1151618-0013		
<b>NAME OF SUBMITTER:</b>	Andrew Fessak		

OP \$65.00 3625468

Signature:	/Andrew Fessak/
Date:	02/04/2013
Total Attachments: 4 source=Magnablend - IP Release#page1.tif source=Magnablend - IP Release#page2.tif source=Magnablend - IP Release#page3.tif source=Magnablend - IP Release#page4.tif	

## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (“*Release*”) dated as of February 4, 2013, is granted by Amegy Bank National Association (“*Secured Party*”), as administrative agent (in such capacity, together with its successors and permitted assigns, “*Administrative Agent*”) for the Lenders (as defined in the Credit Agreement referred to below) to Magnablend, Inc. (“*Debtor*”).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 31, 2011, among Debtor, Magnablend Holdings, Inc., Administrative Agent and the lenders from time to time thereto (as amended, restated, supplemented and otherwise modified from time to time, the “*Credit Agreement*”); the Pledge and Security Agreement, dated as of May 31, 2011, between Debtor and Secured Party (as amended, restated, supplemented and otherwise modified from time to time, the “*Security Agreement*”); and the Intellectual Property Security Agreement, dated as of May 31, 2011, between Debtor and Secured Party (as amended, restated, supplemented and otherwise modified from time to time, the “*IP Security Agreement*”), Debtor granted to Secured Party a security interest in all of Debtor’s right, title and interest in and to the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office (“*USPTO*”) on December 1, 2011 at Reel 004669 Frame 0795;

WHEREAS, Debtor has fully paid, performed and otherwise satisfied and discharged all of its Obligations (as defined in the Credit Agreement); and

WHEREAS, Secured Party, on behalf of itself and the Lenders (as defined in the Credit Agreement) has agreed to release and restore all right, title and interest in and to the IP Collateral to Debtor and to dissolve any and all liens and encumbrances respecting the IP Collateral, including Secured Party’s security interest therein.

NOW, THEREFORE, for good and valuable consideration, including the complete payment and performance of all Obligations (as defined in the Credit Agreement), the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

1. Definitions. The term “*IP Collateral*”, as used herein, means, collectively, “Collateral” as defined in the IP Security Agreement and “Collateral” as defined in the Security Agreement. Without limiting the generality of the foregoing, the IP Collateral includes:

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby, and all other General Intangibles (as defined in the Security Agreement);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, or collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

2. Release of Security Interest. Secured Party, on behalf of itself and the Lenders (as defined in the Credit Agreement), hereby terminates, releases, assigns and discharges unto Debtor any and all right, title and interest (including its security interest) in, to or under the IP Collateral, and any right, title or interest of Secured Party in such IP Collateral shall hereby cease and become void.

3. Authorization. Secured Party hereby authorizes Debtor or Debtor's authorized representative to (i) record this Release with the USPTO and (ii) otherwise record or file this Release in any other applicable governmental office or agency to provide notice of or effect the release granted herein.

4. Further Assurances. Secured Party 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 in the IP Collateral contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

AMEGY BANK NATIONAL ASSOCIATION

By: Matthew R. Wyatt  
Name: Matthew R. Wyatt  
Title: Senior Vice President

**SCHEDULE A**

**Trademarks**

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Magnablend, Inc.	MAGNABLEND	3,625,468	05/26/2009
Magnablend, Inc.	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACTURING, BLENDING & PACKAGING	3,645,628	06/30/2009