### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademark Rights

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Roynat Business Capital, Inc.		06/27/2013	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Anitox Corp.	
Street Address:	1855 Anitox Drive	
City:	Buford	
State/Country:	GEORGIA	
Postal Code:	30518	
Entity Type:	CORPORATION: TEXAS	

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2862191	FUNGEX
Registration Number:	2741774	SALMEX
Registration Number:	2760757	SALMEX
Registration Number:	2026552	TERMIN-8
Registration Number:	1258064	ANITOX

#### **CORRESPONDENCE DATA**

Fax Number: 8322393600

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

via US Mail.

Phone: (832) 239-3828

Email: dpuljic@jonesday.com

Correspondent Name: H. Albert Liou / JONES DAY

Address Line 1: 717 Texas Avenue

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Address Line 4: Houston, TEXAS 77002

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ATTORNEY DOCKET NUMBER:	560255-630008		
NAME OF SUBMITTER:	H. Albert Liou		
Signature:	/H. Albert Liou/		
Date:	06/28/2013		
Total Attachments: 3 source=Doc2TMSecurityInterest#page1.tif source=Doc2TMSecurityInterest#page2.tif source=Doc2TMSecurityInterest#page3.tif			

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REEL: 005060 FRAME: 0339

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of June 27, 2013, from Roynat Business Capital, Inc., as the administrative agent (the "Agent"), to Anitox Corp., a Texas corporation, (the "Grantor").

#### WITNESSETH:

WHEREAS, in connection with the Credit Agreement, dated as of September 2, 2010 (as amended, the "Credit Agreement"), by and among the Grantor, the Agent, the lending institutions party thereto as lenders and the other persons party thereto, the Grantor executed and delivered to the Agent an Assignment (the "Assignment"), dated as of September 2, 2010, which Assignment was filed with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, pursuant to, among other documents, the Intellectual Property Security Agreement, dated as of September 2, 2010 ("Security Agreement"), made by the Grantor in favor of the Agent, the Grantor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Security Interest was recorded with the USPTO;

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 Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Buyer hereby states as follows:

- 1. <u>Definitions</u>. The term "*Trademark Collateral*," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on <u>Schedule A</u> hereto and all other registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world; and (e) all goodwill related to the foregoing.
- 2. <u>Release of Security Interest</u>. 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. <u>Further Assurances</u>. 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.

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

ROYNAT BUSINESS CAPITAL, INC., as Agent

Name: ROBERT, UHRIG

Title: MANAGING DIRECTOR

STATE OF <u>TLLINOIS</u> )

SS:

COUNTY <u>Cook</u> )

Before me, Lucille A. Rosario, the undersigned officer, personally appeared Rosert Uhris, who acknowledged himself to be the MANAGINE DIRECTOR of Roynat Business Capital, Inc., a Delaware Corphanon, and that he as such Managine Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Managine Director and as his and its free act and deed.

In witness whereof I hereunto set my hand.

OFFICIAL SEAL
LUCILLE A ROSARIO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/30/14

Name: Lucius A. Rosario

Nation Dublis

Notary Public

My Commission Expires: SEPT. 30, 2014

HUI-160762

# Schedule A

Mark	App. No.	App. Date	Reg. No.	Reg. Date
FUNGEX	76497364	3/12/2003	2862191	7/13/2004
SALMEX	78063692	5/15/2001	2741774	7/29/2003
SALMEX	76248453	5/1/2001	2760757	9/9/2003
TERMIN-8	74707131	7/28/1995	2026552	12/31/1996
ANITOX	73352219	3/1/1982	1258064	11/22/1983

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**RECORDED: 06/28/2013** 

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