RE

05-29-2002

Form PTO-1594
(Rev. 03/01)
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Tab settings ⇨⇨⇨ ▼

RE

102105041

S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
JPMorgan Chase Bank f/k/a The Chase Manhattan Bank

5-29-02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other _____

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: Del Pharmaceuticals, Inc.
Internal Address: _____
Street Address: 178 EAB Plaza, 8th Floor
City: Uniondale State: NY Zip: 11556

- [ ] Individual(s) citizenship _____
- [ ] Association _____
- [ ] General Partnership _____
- [ ] Limited Partnership _____
- [X] Corporation-State Delaware
- [ ] Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Release of Security Interest

Execution Date: 03/26/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 722773, 1793360, 1236010, 1430843, 1168895, 731062,

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cullen and Dykman LLP
Internal Address: ATTN: John J. Bishar, Jr., Esq
Re: Del Pharmaceuticals, Inc.
Street Address: Garden City Center
100 Quentin Roosevelt Boulevard
City: Garden City State: NY Zip: 11530-4850

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41).....$ 1,165.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:
N/A

DO NOT USE THIS SPACE

9. Signature.
JPMORGAN CHASE BANK

Christopher G. Zimmerman		March 26, 2002
Name of Person Signing	Signature	Date
Vice President		

Total number of pages including cover sheet, attachments, and document: 6

03/28/2002 DBYRNE 00000168 722773
01 FC:481 40.00 OP
02 FC:482 1125.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

DEL PHARMACEUTICALS, INC.

ADDITIONAL TRADEMARK REGISTRATION NUMBERS

954897, 1267637, 771406, 2219413, 1499210, 932502, 1500148, 932501, 705162, 1649124, 1749219, 1817698, 857383, 855439, 592383, 1259783, 953499, 1166935, 1281248, 1967370, 2159753, 1320331, 2058425, 1854017, 1183432, 1345457, 1441745, 775933, 2061952, 1230798, 883021, 1253546, 1253547, 1253548, 1805077, 1255060, 867071, 793582, 647728 and 948185

RELEASE OF SECURITY INTEREST
IN TRADEMARK AND TRADEMARK REGISTRATION

RELEASE dated as of March 26, 2002, made by **JPMORGAN CHASE BANK (formerly The Chase Manhattan Bank),** as collateral agent (in such capacity, the "Collateral Agent"), in favor of **DEL PHARMACEUTICALS, INC.**, (the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor has granted to the Collateral Agent a first priority, perfected security interest in, among other things, the trademarks and trademark registrations, trademarks and trademark applications, and tradenames and tradename applications described on Schedule A hereto (the "Trademark Collateral") pursuant to that certain Trademark Security Agreement dated as of February 25, 2000 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by the Grantor in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement has been recorded in the United States Patent and Trademark Office at Reel 2038, Frame 0653;

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement, and if not defined in the Trademark Security Agreement, that certain Loan Agreement dated as of February 25, 2000 among the Grantor, certain Guarantors, the Lenders named therein and the Agent named therein (the "Loan Agreement").

2. Release of Security Interest. (a) The Collateral Agent hereby releases its security interest in the Trademark Collateral, and any right, title and interest of the Collateral Agent in the Trademark Collateral shall hereby cease and terminate. All releases, discharges, assignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Collateral Agent.

(b) Notwithstanding the foregoing, nothing contained

herein shall impair any security interests held by the Collateral Agent in any other Trademarks or other Collateral subject to the Trademark Security Agreement (including, without limitation, any security interest in the proceeds of the Trademark Collateral).

3. Further Assurances. The Collateral Agent hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Grantor reasonably may request to terminate any security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK

IN WITNESS WHEREOF, the Collateral Agent on behalf of the Agent and the Secured Parties has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

JPMORGAN CHASE BANK
as Collateral Agent for the Agent and the Secured Parties

By: _____
Christopher G. Zimmerman
Vice President

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26th day of March, in the year 2002 before me, the undersigned, a notary public in and for said State, personally appeared Christopher G. Zimmerman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paul K. Hargrove
Notary Public

PAUL K. HARGROVE
Notary Public, State of New York
No. 01HA4862679
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Aug. 18, 2002

SCHEDULE A

US Trademarks Owned by Del Pharmaceuticals

2/22/00

Trademark	Class	Serial No.	App Date	Reg No.	Reg Date	Exp Date	Status
ACNEGENE	5			722773	10/17/61	10/17/01	Renewed 1981 (S)
ARTHRICARE	5	74/152,070	3/28/91	1793360	9/21/93	9/21/03	Registered (P)
AURO	5			1236010	5/3/83	5/3/03	Registered (P)
AURO-DRI	5	609,873	7/17/86	1430843	3/3/87	3/3/07	Registered (P)
BABY ORAJEL	5			1168895	9/15/81	9/15/01	Registered (P)
BANDAMYCIN	5			731062	5/8/62	5/8/02	Renewed 1982 (P)
BARC	5			954897	3/13/73	3/13/03	Registered (P)
BLIS (DESIGN)	5			1267637	2/21/84	2/21/04	Registered (P)
BOIL EASE	5			771406	6/16/64	6/16/04	Renewed 1984 (P)
DENTURE ORAJEL	5	75/184,494	10/21/96	2219413	1/19/99	1/19/09	Registered
DERMAREST				1499210	8/9/88	8/9/08	Registered
DETANE	5			932502	4/18/72	4/18/02	Registered (P)
DIAPER GUARD				1500148	8/16/88	8/16/08	Registered
DIDELAMINE	5			932501	4/18/72	4/18/02	Registered (P)
DON'T	5			705162	10/4/60	10/4/00	Renewed 1980 (P)
DOUBLE ICE				1649124	6/25/91	6/25/01	Sect 8 & 15 filed 10/96
DRICORT	5			1749219	1/26/93	2/26/03	Sect 8 & 15 filed 4/98
EXOCAINE				1817698	1/25/94	1/25/04	Sect 8 & 15 filed 8/99
~~FIRST CARE~~	~~5~~	~~75/852,365~~	~~11/19/99~~				~~Pending~~
OCU-BATH	5	275,638	7/10/67	857383	9/24/68	9/24/08	Renewed 9/88
OCU-DROP	5	275,637	7/10/67	855439	8/27/68	8/27/08	Renewed 8/88
OFF-EZY	5	71/655,891	11/5/53	592383	7/13/54	7/13/04	Renewed 7/94
OFF-EZY (DESIGN)				1259783	12/6/83	12/6/03	Registered
ORADEX-C	5	72/410,260	12/15/71	953499	2/20/73	2/20/03	Renewed 2/93
ORAJEL	5			1166935	9/1/81	9/1/01	Registered (P)
ORAJEL BRACE-AID	5			1281248	6/12/84	6/12/04	Registered (P)
ORAJEL COVERMED	5	74/540,053	6/20/94	1967370	4/9/96	4/9/06	Registered (P)
ORAJEL GOLD	3	75/977,032	8/19/96	2159753	5/19/98	5/19/08	Registered
ORAJEL MOUTH-AID	5			1320331	2/19/85	2/19/05	Registered (P)
ORAJEL P.M.	5	75/050,885	1/29/96	2058425	4/29/97	4/29/07	Registered
PERIOSEPTIC	5			1854017	9/13/94	9/13/04	Sect 8 & 15 filed 10/99
POROX 7	5			1183432	12/29/81	12/29/01	Registered (P)
PRONTO (#1)				1345457	7/2/85	7/2/05	Registered
PRONTO (#2)				1441745	6/9/87	6/9/07	Registered
PROPA P.H.				775933	8/25/64	8/25/04	Renewed 1984 (P)
PROPA P.H. (LOGO) (#1)	3, 5	74/646,621	3/14/95	2061952	5/13/97	5/13/07	Registered (P)
PROPA P.H. (LOGO) (#2)				1230798	3/15/83	3/15/03	Registered (P)
RECOVER	3			883021	12/23/69	12/23/09	Renewed 12/99 (P)
SKIN SHIELD	5						App. Submitted to PTO 2
STYAID	5			1253546	10/11/83	10/11/03	Registered (P)

SCHEDULE A

TRADEMARK
REEL: 002509 FRAME: 0638

Trademark	Class	Serial No.	App Date	Reg No.	Reg Date	Exp Date	Status
STYEASE	5			1253547	10/11/83	10/11/03	Registered (P)
STYEZE	5			1253548	10/11/83	10/11/03	Registered (P)
STYGIENE	5			1805077	11/16/93	11/16/03	Sect 8 & 15 filed 5/99
STYOXIDE	5			1255060	10/25/83	10/11/03	Registered (P)
TANAC	5			867071	3/25/69	3/25/09	Registered (P)
TRIALKA				793582	8/3/65	8/3/05	Registered
TRIPTONE	5			647728	7/2/57	7/2/07	Renewed 7/97
VIGANIC				948185	12/5/72	12/5/02	Registered

RECORDED: 03/28/2002

TRADEMARK
REEL: 002509 FRAME: 0639