

Form PTO-1594 (Rev. 12-08)  
OMB Collection 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

82000-145 (1)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A., as agent

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other National Banking Association

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Rosenthal AG  
 Internal Address: c/o Rosenthal U.S.A. Limited  
 Street Address: 355 Michele Place  
 City: Carlstadt  
 State: NJ  
 Country: USA Zip: 07072

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship German AG
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) August 3, 2009

- Assignment
- Security Agreement
- Merger
- Change of Name

Other Release & Termination

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

of Trademark Collateral Assignment & Security Agreement

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Konrath  
 Internal Address: Winston & Strawn LLP  
 Street Address: 35 W. Wacker Drive  
 City: Chicago  
 State: IL Zip: 60601  
 Phone Number: 312-558-5600  
 Fax Number: 312-558-5700  
 Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 232428  
 Authorized User Name L. Konrath

9. Signature:

Laura L. Konrath

Signature

8/10/09

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.  
www.FormsWorkflow.com

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Continuation  
ITEM 4

EXHIBIT A

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

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Mark	Application/Registration no.	Application/Registration date
Rosenthal Studio-Linie	2452310	01/04/98
Studio Linie	2452309	01/04/98
Hutschenreuther 1814 with devise	956133	03/27/73
Rosenthal with device	1763973	24/05/91
Rosenthal	1753547	10/10/91
Thomas (pot)	775818	08/25/64
Thomas	935546	07/25/70

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**RELEASE AND TERMINATION  
OF  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that a certain Trademark Collateral Assignment and Security Agreement, dated December 20, 2005 (the "Trademark Security Agreement") was executed by ROSENTHAL AG ("Debtor"), covering the Trademarks and Trademark Applications more fully described on Exhibit A annexed hereto and made a part hereof in favor of BANK OF AMERICA, N.A. in its capacity as agent ("Secured Party") pursuant to the Facility Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Trademark Security Agreement.

Debtor has requested and the Secured Party has agreed to release the Collateral and discharge the Trademark Security Agreement.

The Secured Party hereby releases its right, title and interest in the Collateral which were pledged, mortgaged and set over or otherwise made subject to a lien to the Secured Party by Debtor pursuant to the Trademark Security Agreement and terminates the Trademark Security Agreement.

This agreement shall be governed by and construed and enforced in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination this 3<sup>rd</sup> day of August, 2009.

**BANK OF AMERICA N.A.,**  
as Secured Party

By: *Robert Scudetti*  
Name: *Robert Scudetti*  
Title: *Vice President*

## EXHIBIT A

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