

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT HEALTHCARE LLC		04/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FOODHANDLER INC.
Street Address:	514 GRAND BLVD.
City:	WESTBURY
State/Country:	NEW YORK
Postal Code:	10169
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2273050	BLADEBLOCKER
Registration Number:	3700225	CONSERVE
Registration Number:	3954542	CONTACT
Registration Number:	3509742	DYNAMAX
Registration Number:	2296516	ENDURE
Registration Number:	3954541	EPIC
Registration Number:	2306692	FOOD SAFETY AT WORK
Registration Number:	2141694	FOODHANDLER
Registration Number:	3299262	FORMFLEX
Registration Number:	2091332	HANDS ON PROTECTION
Registration Number:	2629303	JOBSELECT
Registration Number:	1495080	LOBSTER TRAP
Registration Number:	2449613	MEDHANDLER
Registration Number:	4117684	PANPALS

TRADEMARK

Registration Number:	4040669	PANPALS
Registration Number:	2660083	QUICKFIT
Registration Number:	3261943	RACK IN THE BOX
Registration Number:	3818841	RISK NOTHING
Registration Number:	3458992	RU2SICK2WORK
Registration Number:	2273051	SAFETYGRIP
Registration Number:	3954543	SILKY
Registration Number:	3220663	TACTIX SYNTHETIC GLOVES
Registration Number:	2594917	TEKNIQUE
Registration Number:	2258092	TEXTRA
Registration Number:	3033066	THE HIPSTER
Registration Number:	4113084	THINSENSE TECHNOLOGY
Registration Number:	4119642	TOUCHING IS BELIEVING
Registration Number:	2093207	
Serial Number:	85005608	ADAPT
Serial Number:	85361253	ADVANTAGE PACK
Serial Number:	85343787	SMARTEX
Serial Number:	85298210	THINSENSE

CORRESPONDENCE DATA

Fax Number: 6508385109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Michael Jokic
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34554/160
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	04/30/2012

Total Attachments: 7
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PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") made as of April 30, 2012, is granted by CIT HEALTHCARE LLC, a Delaware limited liability company ("CIT"), in favor of FOODHANDLER INC., a New York corporation ("Foodhandler").

WHEREAS, in relation to that certain Credit Agreement dated as of November 2, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders party thereto, CIT, as Administrative Agent (as such terms are defined therein), the Grantors (as defined in the IP Security Agreements referred to below), including Foodhandler, executed that certain Guaranty and Security Agreement, dated as of November 2, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of CIT to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, under the terms of the Security Agreement, the Grantors, including Foodhandler, and CIT entered into (i) that certain Trademark Security Agreement, dated as of November 2, 2011 (the "Trademark Security Agreement"), and (ii) that certain Patent Security Agreement, dated as of November 2, 2011 (the "Patent Security Agreement"), and together with the Trademark Security Agreement, the "IP Security Agreements"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the IP Security Agreements);

WHEREAS, an executed copy of (i) the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 10, 2011 at Reel 4658, Frame 0611, and (ii) the Patent Security Agreement was recorded in the United States Patent and Trademark Office on November 10, 2011 at Reel 027212, Frame 0135;

WHEREAS, pursuant to the terms and conditions of the IP Security Agreements, the Grantors (including Foodhandler) granted to CIT a Lien on and security interest in all of the Grantors' right, title and interest in, to and under the Trademark Collateral and Patent Collateral, which included all of Foodhandler's right, title and interest in, to and under (i) the trademarks and trademark applications set forth on Schedule A hereto; all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, the foregoing; and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and (ii) the patents and patent applications set forth on Schedule B hereto; all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof ((i) and (ii) collectively, the "Released IP");

WHEREAS, pursuant to Section 8.2(c) of the Security Agreement, Foodhandler requested, and in consideration of its obligations under Section 8.2(c) of the Security Agreement, CIT has agreed, that CIT shall release its Lien on and security interest in all of Foodhandler's right, title and interest in, to and under the Released IP;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Foodhandler and CIT hereby agree as follows:

SECTION 1. Release. CIT hereby automatically and unconditionally releases, relinquishes and discharges all of its Lien on and security interest in all of Foodhandler's right, title and interest in, to and under the Released IP granted pursuant to the Security Agreement, the IP Security Agreements or (if applicable) any other Loan Document (as such term is defined in the Credit Agreement).

SECTION 2. Recordation. CIT hereby authorizes Foodhandler, or Foodhandler's authorized representatives, to record this Release and requests that the Commissioner for Patents and the Commissioner for Trademarks, and any other applicable government officer, record this Release.


SECTION 3. No Release of Rights in Other Grantors' Collateral. No release of any Lien or security interest in the Patent Collateral or Trademark Collateral granted to CIT by any Grantor pursuant to the IP Security Agreements is made hereby, other than the release made pursuant to Section 1 hereof.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws rules thereof (to the extent such rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

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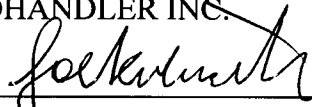
IN WITNESS WHEREOF, CIT has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIT HEALTHCARE LLC

By: 
Name: Jose Torrey
Title: Director

ACCEPTED AND AGREED
as of the date first above written:

FOODHANDLER INC.

By: 
Name: Joe Kubicek
Title: Treasurer & Chief Financial Officer

SCHEDULE A

Trademark Collateral

A. REGISTERED TRADEMARKS

Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
BLADEBLOCKER (Stylized)	U.S. Federal	75/418188 1/15/1998	2273050 8/24/1999	Foodhandler Inc.	Registered
CONSERVE	U.S. Federal	77/630136 12/10/2008	3700225 10/20/2009	Foodhandler Inc.	Registered
CONTACT	U.S. Federal	85/119326 8/31/2010	3954542 5/3/2011	Foodhandler Inc.	Registered
DYNAMAX	U.S. Federal	77/277039 9/11/2007	3509742 9/30/2008	Foodhandler Inc.	Registered
ENDURE	U.S. Federal	75/305615 6/9/1997	2296516 11/30/1999	Foodhandler Inc.	Registered
EPIC	U.S. Federal	85/119324 8/31/2010	3954541 5/3/2011	Foodhandler Inc.	Registered
FOOD SAFETY AT WORK	U.S. Federal	75/430013 2/6/1998	2306692 1/4/2000	Foodhandler Inc.	Registered
FOODHANDLER	U.S. Federal	74/689721 6/19/1995	2141694 3/10/1998	Foodhandler Inc.	Registered
FORMFLEX	U.S. Federal	78/695814 8/18/2005	3299262 9/25/2007	Foodhandler Inc.	Registered
HANDS ON PROTECTION	U.S. Federal	75/174218 9/30/1996	2091332 8/26/1997	Foodhandler Inc.	Registered
JOBSELECT	U.S. Federal	76/245454 4/23/2001	2629303 10/1/2002	Foodhandler Inc.	Registered
LOBSTER TRAP	U.S. Federal	73/689926 10/16/1987	1495080 7/5/1988	Foodhandler Inc.	Registered
MEDHANDLER	U.S. Federal	75/518604 7/14/1998	2449613 5/8/2001	Foodhandler Inc.	Registered
PANPALS	U.S. Federal	85340508 6/7/2011	4117684 3/27/2012	Foodhandler Inc.	Registered
PANPALS	U.S. Federal	85119312 8/31/2010	4040669 10/18/2011	Foodhandler Inc.	Registered
QUICKFIT	U.S. Federal	75/911568 2/7/2000	2660083 12/10/2002	Foodhandler Inc.	Registered
RACK IN THE BOX (Stylized)	U.S. Federal	78/411645 4/30/2004	3261943 7/10/2007	Foodhandler Inc.	Registered
RISK NOTHING	U.S. Federal	77/326516 11/9/2007	3818841 7/13/2010	Foodhandler Inc.	Registered
RU2SICK2WORK	U.S. Federal	77/130156 3/13/2007	3458992 7/1/2008	Foodhandler Inc.	Registered
SAFETYGRIP (Stylized)	U.S. Federal	75/418190 1/15/1998	2273051 8/24/1999	Foodhandler Inc.	Registered
SILKY	U.S. Federal	85/119328 8/31/2010	3954543 5/3/2011	Foodhandler Inc.	Registered
TACTIX SYNTHETIC GLOVES	U.S. Federal	78/607123 4/12/2005	3220663 3/20/2007	Foodhandler Inc.	Registered
TEKNIQUE & Design	U.S. Federal	75/783643 8/24/1999	2594917 7/16/2002	Foodhandler Inc.	Registered

TEXTRA	U.S. Federal	75/418189 1/15/1998	2258092 6/29/1999	Foodhandler Inc.	Registered
THE HIPSTER	U.S. Federal	78/397380 4/6/2004	3033066 12/20/2005	Foodhandler Inc.	Registered
THINSENSE TECHNOLOGY	U.S. Federal	85298216 4/18/2011	4113084 3/13/2012	Foodhandler Inc.	Registered
TOUCHING IS BELIEVING	U.S. Federal	85298222 4/18/2011	4119642 3/27/2012	Foodhandler Inc.	Registered
TWO HANDS Logo	U.S. Federal	75/174217 9/30/1996	2093207 9/2/1997	Foodhandler Inc.	Registered

B. TRADEMARK APPLICATIONS

Mark	Country	Application No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
ADAPT	U.S. Federal	85005608 4/2/2010		Foodhandler Inc.	Pending
ADVANTAGE PACK	U.S. Federal	85361253 6/30/2011		Foodhandler Inc.	Pending
SMARTEX	U.S. Federal	85343787 6/10/2011		Foodhandler Inc.	Pending
THINSENSE	U.S. Federal	85298210 4/18/2011		Foodhandler Inc.	Pending

SCHEDULE B

Patent Collateral

A. PATENTS

Title	Country	Application No./ Filing Date	Patent No./ Grant Date		Status
Disposable mitten	US	29/067859 4/7/1997	D417939 12/28/1999	Foodhandler Inc.	Granted
Glove cartridge and method of donning a disposable glove	US	09/934110 8/21/2001	6578729 6/17/2003	Foodhandler Inc.	Granted
Disposable glove for a glove donning system	US	10/328645 12/23/2002	6708840 3/23/2004	Foodhandler Inc.	Granted

B. PATENT APPLICATIONS

None.