

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319176

<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>
Citicorp North America, Inc.		10/03/2014	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Denorex Company		
<b>Street Address:</b>	90 North Broadway		
<b>City:</b>	Irvington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10533		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	953248	DENOREX	
<b>Registration Number:</b>	1245713	DENOREX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	10/06/2014		
<b>Total Attachments: 4</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 3, 2014 (the "Effective Date"), is made by Citicorp North America, Inc. ("CNAI"), in its capacity as agent for the First-Priority Secured Parties (the "Administrative Agent"), in favor of The Denorex Company (the "Grantor").

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of April 6, 2004, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Administrative Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 6, 2004 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 16, 2004 at Reel/Frame 2952/0605;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Citicorp North America, N.A. acting in its  
capacity as Administrative Agent for the First-  
Priority Secured Parties

By: Caesar Wyszomirski

Name: Caesar Wyszomirski

Title: Vice President

[Signature Page to Denorex TM Release -- First Priority]

**TRADEMARK**  
**REEL: 005375 FRAME: 0694**

**Schedule I  
to  
Release of Security Interest in Trademarks**

*Trademark Registrations*

A. REGISTERED TRADEMARKS

Country	Trademark	Application No.	Registration No.
Canada	DENOREX	0390175	TMA216154
Puerto Rico	DENOREX	2544673	20497
United States of America	DENOREX	72/406,700	953,248
United States of America	DENOREX	73/297,852	1,245,713

B. TRADEMARK APPLICATIONS

None.