OCT 3 1 2005 **RECORDATION** 

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/20

11-03-2005 

**:NT OF COMMERCE** and Trademark Office

#### 103112508 TRADEMARNA 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): 2. Name and address of receiving party(ies) ີ Yes Black Diamond Commercial Finance, LLC Additional names, addresses, or citizenship attached? Name: AOC, LLC Internal Individual(s) Association Address: Limited Partnership General Partnership Street Address: 950 Hwy 57 East Corporation- State: City: Collierville ✓ Other U.S. Virgin Islands Limited Liability Company State: Tennessee Citizenship (see guidelines) Zip: 38017 Country: USA Additional names of conveying parties attached? Yes 🗸 No Association Citizenship General Partnership Citizenship 3. Nature of conveyance )/Execution Date(s): Limited Partnership Citizenship Execution Date(s) October 27, 2005 Corporation Citizenship Assignment Merger Limited Liability ✓ Other Company Citizenship Delaware Security Agreement Change of Name If assignee is not domiciled in the United States, a domestic Termination and Release of Security Interest in ✓ Other Patents. Trademarks and Licenses (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application No.(s) See Schedule A attached hereto and made a part hereof See Schedule A attached hereto and made a part Additional sheet(s) attached? Yes C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See Schedule A attached hereto and made a part hereof 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: 45 registrations involved: Name: Andrew E. Auerbach, Esq. 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,140.00 Internal Address: Bryan Cave LLP Authorized to be charged by credit card ✓ Authorized to be charged to deposit account Street Address: 1290 Avenue of the Americas Enclosed 8. Payment Information: City: New York State: New York a. Credit Card Last 4 Numbers \_ Zip: 10104-3300 Expiration Date Phone Number: 212-541-1232 b. Deposit Account Number 02-4467 To be charged only Fax Number: 212-904-0535 in the event of any deficiency in the fee presented herewith Authorized User Name Email Address: aeauerbach@bryancave.com 9. Signature: ()Ctobe 2005

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Sharon

00000136 1088413 Name of Person Signing

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

Signature

TRADEMARK REEL: 003245 FRAME: 0452

Date

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

#### Trademark Filings

Trademark	Sêrial Number	Registration No.	Security Interest Filing Information	
rrauemark	Salla unubai	Codistration no.	Reel/Frame	Recordation Date
ALTEK	1088413		002950/0709	10/04/04
AOC	1194823		002950/0709	10/04/04
ATRYL	1093635	575096	002950/0709	10/04/04
CHROMA-TEK	1088416	589181	002950/0709	10/04/04
FIREPEL	1088414	573588	002950/0709	10/04/04
HYCRYL	1084573	570219	002950/0709	10/04/04
HYDROPEL	1088412	588364	002950/0709	10/04/04
HYFILL	1084574	570221	002950/0709	10/04/04
PULTRU	1088415	572186	002950/0709	10/04/04
ULTRYL	1089873	572205	002950/0709	10/04/04
VIBRIN	227919	100759	002950/0709	10/04/04
VIBRIN	619745	361697	002950/0709	10/04/04
VICAST	852274	544360	002950/0709	10/04/04
VIPEL	1084575	570222	002950/0709	10/04/04
AOC (Stylized)	3002375		002950/0709	10/04/04
HYDROPEL	3055118		002950/0709	10/04/04
HYDROPEL	2993624		002950/0709	10/04/04
VICAST	2993533		002950/0709	10/04/04
VIPEL	2994002		002950/0709	10/04/04
VIPEL	3053113		002950/0709	10/04/04
VICAST	292621	669249	002950/0709	10/04/04
HYDROPEL	2254182		002950/0709	10/04/04
AOC (and Design)	74/652,114	2066171	002950/0709	10/04/04
AOCPORT	78/124,932	2824930	002950/0709	10/04/04
ATRYL	732913	1553386	002950/0709	10/04/04
ATRYL TCA	78/306,204		002950/0709	10/04/04
CHROMA-TEK	73/633,120	1447028	002950/0709	10/04/04
FIREPEL	75/479,517	2441299	002950/0709	10/04/04
HYCRYL	76/062,132		002950/0709	10/04/04
HYDROPEL	73/793,633	1572710	002950/0709	10/04/04
HYDROPEL	75/341,994	2221357	002950/0709	10/04/04
HYDROPRO	78/286,216		002950/0709	10/04/04
HYFILL	76/062,133		002950/0709	10/04/04
POLYPRESS	75/415,943	2404541	002950/0709	10/04/04
PULTRU	75/649,565	2571815	002950/0709	10/04/04
RAYCURE	75/639,162	2613018	002950/0709	10/04/04
RESIN.NOW	78/031,665	2670289	002950/0709	10/04/04
SANIPRO	78/286,232		002950/0709	10/04/04
TRUSURF (STYLIZED)	73/436,968	1320244	002950/0709	10/04/04
ULTRYL	75/255,467	2235009	002950/0709	10/04/04
VI-FIL	78/232,052		002950/0709	10/04/04
VIBRIN	73/775,490	1618223	002950/0709	10/04/04
VIBRIN	74/103,301	1742046	002950/0709	10/04/04

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# Trademark Filings

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

THIS TERMINATION AND RELEASE, dated as of October <u>27</u>, 2005, from **Black Diamond Commercial Finance**, **LLC**, a U.S. Virgin Islands limited liability company, as Agent (the "<u>Agent</u>") to **AOC**, **LLC**, a Delaware limited liability company (the "<u>Pledgor</u>").

#### WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to the Agent under that certain Trademark Security Agreement and that certain Patent Security Agreement, each as amended, and each between the Pledgor and the Agent and dated as of July 15, 2004 (each individually a "Security Agreement," and collectively, the "Security Agreements"), which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") in the case of Trademarks and in the Patent Division of the USPTO, in the case of Patents, on the dates and at the reels and frames as set forth on Schedule A; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

- 1. <u>Collateral</u>: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to
- (a) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein listed on <u>Schedule A</u>, attached hereto and made a part hereof, and any and all continuations, divisionals, continuations on part, reissues, renewals, and extensions thereof and all income, royalties, damages and payments now or hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof;
- (b) Trademarks, service marks, trademark and service mark registrations and/or applications and trade names listed on <u>Schedule A</u>, attached hereto and made a part hereof, and any and all divisionals, reissues, renewals and extensions thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof;
- (c) Any license agreement in which the Pledgor is or becomes licensed to use any patents and/or trademarks owned by a third party, listed on <u>Schedule A</u>, attached hereto and made a part hereof, excluding any license agreement that by its terms prohibits transfer by the Pledgor as contemplated herein;
- (d) The goodwill of the Pledgor's business connected with and symbolized by the foregoing; and RSDOCS1\1272716.1

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- (e) All cash and non-cash proceeds of the foregoing.
- 2. <u>Release</u>: The Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.
- 3. <u>Recordation</u>: The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.
- 4. <u>Further Assurance</u>: The Agent hereby agrees to, at the sole reasonable expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
- 5. <u>Modification</u>: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

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

Black Diamond Commercial Finance, LLC,

as Agent

Name: Dalia Al-Othman Title: Managing Director

STATE OF US Virgin Islands
COLNTY OF St. Throads

On thi Lday of October, 2005, before me personally appeared **Dalia Al-Othman**, to me known who, being by me duly sworn, did depose and say that she is the Managing Director of **Black Diamond Commercial Finance**, **LLC**, the limited liability company described herein and which executed the foregoing instrument, and that she signed her name thereto pursuant to the authority granted by such limited liability company.

Notary Public

LAURA LEE BERRY NP-082-03 COMMISSION EXPIRES: JUNE 17, 2007

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#### **Trademark Filings**

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			Rest/Frame	Recordation Date
ALTEK	1088413		002950/0709	10/04/04
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HYDROPEL	1088412	588364	002950/0709	10/04/04
HYFILL	1084574	570221	002950/0709	10/04/04
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AOCPORT	78/124,932	2824930	002950/0709	10/04/04
ATRYL	732913	1553386	002950/0709	10/04/04
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VI-FIL	78/232,052		002950/0709	10/04/04
VIBRIN	73/775,490	1618223	002950/0709	10/04/04
VIBRIN	74/103,301	1742046	002950/0709	10/04/04

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# Trademark Filings

Trademark	Serial Number	Registration No.	Security let letten Reel/Frame	
VICAST	75/237,509	2234962	002950/0709	10/04/04
VIPEL	76/061,660	2461679	002950/0709	10/04/04

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#### **Patent and Patent Application Filings**

Patent or Patent Application	Serial #	Registration No:	lesue Date	Security Interest Real/Frame	Security Interest Filing Date
Unsaturated Polyester Resin Compositions	08019007	5373058	12/13/1994	015209/0745	10/04/2004
Crystalline Polyesters	08364565	5489481	02/06/1996	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds	07438548	5089544	02/18/1992	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds	07517775	5162401	11/10/1992	015209/0745	10/04/2004
Thermoplastic Low-Profile Additives and use thereof in Unsaturated Polyester Resin Compositions	07555884	5290854	03/01/1994	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds having Sulfur-Containing Substituents	07733518	5256708	10/26/1993	015209/0745	10/04/2004
Unsaturated Polyester Resin Compositions containing Compatible Compounds having Aromatic Substituents	07733520	5256709	10/26/1993	015209/0745	10/04/2004

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# Patent and Patent Application Filings

Patent or Patent Application	Serial #	Registration No.	lasue Date	Security Interest Reci/Frame	Security Interest Filing Date
Unsaturated Polyester Resin Compositions containing Compatible Compounds having Ether Substituents	08003754	5262457	11/16/1993	015209/0745	10/04/2004
Pigmented, Weatherable Molding Compositions	09778052	6767950	07/27/2004	015213/0037	10/04/2004
Molding Compositions having Improved Properties	10268402	6759466	07/06/2004	015213/0064	10/04/2004
Styrene-free Unsaturated Polyester Resin Compositions	10440610	_		015213/0144	10/04/2004
Styrene-free Unsaturated Polyester Resin Compositions for Coating Applications	10789245		-	015213/0160	10/04/2004

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**RECORDED: 10/31/2005**