

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Capital, Ltd. (as successor in interest to American Capital Financial Services, Inc.) as agent		03/12/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Lifoam Holdings, Inc., (as successor in interest to Life-Like Holdings, Inc.)
<b>Street Address:</b>	235 Schilling Circle
<b>City:</b>	Hunt Valley
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21031
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Lifoam Acquisitions, Inc., (as successor in interest to Life-Like Acquisitions, Inc.)
<b>Street Address:</b>	235 Schilling Circle
<b>City:</b>	Hunt Valley
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21031
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Lifoam Industries, LLC, (as successor in interest to Life-Like Products, LLC)
<b>Street Address:</b>	235 Schilling Circle
<b>City:</b>	Hunt Valley
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21031
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark

Registration Number:	0751104	LIFOAM
Registration Number:	1892219	AN AMERICAN TRADITION FOR OVER 40 YEARS LIFE-LIKE TRAINS
Registration Number:	2706367	LIFE-LIKE RACING
Registration Number:	1836926	LIFE-LIKE
Registration Number:	2064793	PROTO 2000 SERIES
Registration Number:	2090690	TRAC-LOC FOR FAST AND EASY SET-UP
Registration Number:	2022020	POWER-LOC
Registration Number:	2289583	PROPAK
Registration Number:	1581719	DARDA
Registration Number:	1311812	PAINT-ON
Registration Number:	2455463	WINNER'S CUP
Registration Number:	2537562	CUBIES
Registration Number:	2455464	SPEEDWAY SHOWDOWN

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700  
Phone: 312 558-6352  
Email: lkonrath@winston.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Laura Konrath  
Address Line 1: 35 W Wacker Drive  
Address Line 2: Winston & Strawn LLP, Suite 2800  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	7274-33
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/22/2012

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") is made as of the 12 day of March 2012, by American Capital, Ltd. (as successor in interest to American Capital Financial Services, Inc.) in its capacity as Agent pursuant to the Note and Equity Purchase Agreement (as defined below) (in such capacity, the "Agent") in favor of Lifoam Holdings, Inc., a Delaware corporation (as successor in interest to Life-Like Holdings, Inc.) ("Holdings"), Lifoam Acquisitions, Inc., a Delaware corporation (as successor in interest to Life-Like Acquisitions, Inc.) ("Acquisitions"), Lifoam Industries, LLC, a Delaware limited liability company (as successor in interest to Life-Like Products, LLC) ("Industries" and together with Holdings and Acquisitions, the "Grantors" and each individually a "Grantor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Note and Equity Purchase Agreement.

**WITNESSETH:**

**WHEREAS**, in connection with that certain Second Amended and Restated Note and Equity Purchase Agreement, dated June 30, 2009 (the "Note and Equity Purchase Agreement"), by and among Holdings, Acquisitions, Industries, Lifoam Packaging Solutions, LLC, a Delaware limited liability company ("Solutions"), Envirocooler, LLC, a Delaware limited liability company ("Envirocooler"), Agent and certain purchasers, each Grantor entered into a Trademark Security Agreement (as defined below) and Security Agreement (as defined below);

**WHEREAS**, pursuant to that certain Trademark Security Agreement ("Trademark Security Agreement"), dated as of June 15, 2004, among Holdings, Acquisitions, Industries and Agent, each Grantor granted to the Agent, a security interest in all Grantor's right, title, and interest in, to and under its trademarks to which it is a party ("Trademark Collateral"), as described in Schedule 1;

**WHEREAS**, pursuant to that certain Security Agreement ("Security Agreement"), dated as of June 15, 2004, among Industries, Holdings, Acquisitions, Solutions, Envirocooler and Agent, each Grantor granted to the Agent, a security interest in Trademark Collateral; and

**WHEREAS**, the Agent has agreed to release and terminate all collateral pledges, grants, assignments, liens and security interests in the pledged Trademark Collateral.

**NOW, THEREFORE**, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent, on behalf of the lenders, does hereby release and terminate all collateral pledges, grants, assignments, liens and security interests in the pledged Trademark Collateral.

2. The Agent hereby agrees, at the expense of the Grantors, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Grantors to effectuate, record or evidence the release of the Agent's security interest in the Trademark Collateral.

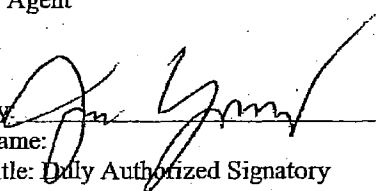
3. The Agent authorizes the Grantors to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Agent, on behalf of the lenders, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

AMERICAN CAPITAL, LTD.,  
as Agent

By   
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

[Signature Page to Termination and Release of Trademark Security Agreement]

**SCHEDULE I**

**SCHEDULE OF TRADEMARKS**

<b>TRADEMARKS</b>			
<b>LIFE-LIKE - U.S.</b>	<b>Mark/Description</b>	<b>No.</b>	<b>Date</b>
	LIFOAM	0751104	06/18/83
	LIFE-LIKE TRAINS AN AMERICAN TRADITION FOR OVER 40 YEARS LOGO	1892219	07/25/89
	LIFE-LIKE RACING	2706367	04/15/03
	LIFE-LIKE & LOGO (NEW)	1836926	05/17/94
	PROTO 2000 SERIES	2064793	03/18/96
	TRAC-LOC - LOGO	2090690	08/26/97
	POWER LOC	2022020	10/31/95
	PRO PAK	2289583	10/26/99
	DARDA	1581719	02/06/90
	PAINT ON	1311812	01/01/85
	WINNER'S CUP	2455463	05/29/01
	CUBIES	2537562	01/04/99
	SPEEDWAY SHOWDOWN	2455464	05/29/00
<b>LIFE-LIKE - FOREIGN</b>	DARDA (UK)	B962432	07/14/70
	LIFE-LIKE (European Comm.)	455758	12/13/99
	DARDA (Canada)	TMA582507	05/23/03
	LIFE-LIKE & DESIGN (Canada)	TMA466948	12/02/96
	LIFE-LIKE CANADA (Canada)	TMA205053	02/07/75
	LIFOAM (Canada)	TMA526960	04/25/00

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