

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		03/22/2013	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Sun Products Corporation (as successor in interest to Huish Detergents, Inc.)
Street Address:	60 Danbury Road
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	441802	CITRUS
Registration Number:	569580	SUN
Registration Number:	650680	SUN
Registration Number:	652842	O-SO KLEEN
Registration Number:	1129426	SUNSHINE FRESH
Registration Number:	1513272	SOL
Registration Number:	1460552	LAUNDRO KING
Registration Number:	1527695	VOGUE
Registration Number:	1603305	WHITE KING
Registration Number:	1618291	SUN
Registration Number:	1567865	VISTA
Registration Number:	1640169	CLOUT
Registration Number:	1959986	CITRUS
Registration Number:	2001463	SUN

TRADEMARK

Registration Number:	2019393	CLOUT
Registration Number:	2100398	COLOR KEEPER
Registration Number:	2196458	SUN
Registration Number:	2616110	COLOR SECURE
Registration Number:	2031263	INDUSTRIAL CHOICE
Registration Number:	2610602	TRU COLOR
Registration Number:	2714500	SUN SATIONS
Registration Number:	2710858	CUDDLE SOFT
Registration Number:	3228283	WINTREE
Registration Number:	2884867	TROPICAL BREEZE
Registration Number:	2813945	SOFT BREEZE
Registration Number:	2843724	SUN
Registration Number:	2960206	VOLT
Registration Number:	2944470	SPRING BREEZE
Registration Number:	2890822	FOR A SUNSHINE FRESH LAUNDRY
Registration Number:	2797274	PILLOW SOFT
Registration Number:	2982764	TROPICAL BREEZE

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-3605
Email: ksolomon@stblaw.com
Correspondent Name: Genevieve Dorment, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1755
NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	03/26/2013

Total Attachments: 5

source=Sun Products -- Term Release Security Interest Model Huish T2 v2 (EXECUTION) (3)#page1.tif
source=Sun Products -- Term Release Security Interest Model Huish T2 v2 (EXECUTION) (3)#page2.tif
source=Sun Products -- Term Release Security Interest Model Huish T2 v2 (EXECUTION) (3)#page3.tif
source=Sun Products -- Term Release Security Interest Model Huish T2 v2 (EXECUTION) (3)#page4.tif

TRADEMARK

**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 22, 2013, from JPMorgan Chase Bank, N.A. as Collateral Agent (in such capacity, the "Agent") for certain banks and other financial institutions (the "Lenders"), to The Sun Products Corporation (as successor in interest to Huish Detergents, Inc.), a Delaware corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 26, 2007, by and among Obligor, Spotless Acquisition Corp. (together with Obligor, the "Borrowers"), Spotless Holding Corp., the Lenders, the Agent, J.P. Morgan Securities Inc. and Banc of America Securities LLC, as joint lead arrangers and as joint bookrunners, and Bank of America, N.A. as syndication agent (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), the Lenders severally agreed to make Loans and other extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrowers executed and delivered a Second Lien Guarantee and Security Agreement dated as of April 26, 2007 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement"), Obligor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Trademark Collateral (as that term is defined in the Trademark Security Agreement (as hereinafter defined), including the Trademarks set forth on Schedule A hereto);

WHEREAS, pursuant to that certain Second Lien Grant of Security Interest in Trademark Rights dated as of April 26, 2007, between the Obligor and the Agent (the "Trademark Security Agreement"), Obligor, by reference to the Second Lien Credit Agreement and Second Lien Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 11, 2007, at Reel 3578 and Frame 0135; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

EXECUTION COPY

1. Definitions. Capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Second Lien Credit Agreement, the Second Lien Security Agreement, or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without representation, recourse or warranty whatsoever, its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral to the Obligor.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

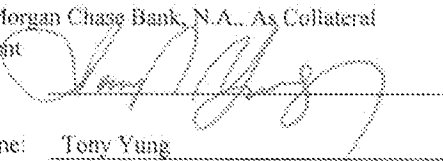
4. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Very truly yours,

JPMorgan Chase Bank, N.A. As Collateral

Agent

By:



Name: Tony Yung

Title: Executive Director

[Signature Page for 2007 Second Lien Security Interest on Huish Detergents, Inc.
Trademarks]

TRADEMARK
REEL: 004991 FRAME: 0459

ACCEPTED AND AGREED

The Sun Products Corporation

By: 

Name: Lisa Nichols

Title: Vice President and Treasurer

[Signature Page for 2007 Second Lien Security Interest on Huish Detergents, Inc.
Trademarks]

TRADEMARK
REEL: 004991 FRAME: 0460

Schedule A

U.S. Trademark Registrations and Applications

Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Huish Detergents, Inc.	CITRUS and Design	71/523,187	5/28/1947	441802	1/4/1949
Huish Detergents, Inc.	SUN	71/628,769	4/26/1952	569580	1/20/1953
Huish Detergents, Inc.	SUN	72/019,606	11/20/1956	650680	8/20/1957
Huish Detergents, Inc.	O-SO KLEEN	72/019,716	11/21/1956	652842	10/8/1957
Huish Detergents, Inc.	SUNSHINE FRESH	73/160,118	2/27/1978	1129426	1/22/1980
Huish Detergents, Inc.	SOL	73/647,496	3/2/1987	1513272	11/22/1988
Huish Detergents, Inc.	LAUNDRO KING (stylized)	73/649,535	3/16/1987	1460552	10/13/1983
Huish Detergents, Inc.	VOGUE	73/743,965	8/4/1988	1527695	3/7/1989
Huish Detergents, Inc.	WHITE KING	73/790,688	4/3/1989	1603305	6/26/1990
Huish Detergents, Inc.	SUN	73/790,936	4/3/1989	1618291	10/23/1990
Huish Detergents, Inc.	VISTA	73/790,938	4/3/1989	1567865	11/28/1989
Huish Detergents, Inc.	CLOUT	74/064,442	5/31/1990	1640169	4/19/1991
Huish Detergents, Inc.	CITRUS	74/613,129	12/20/1994	1959986	3/5/1996
Huish Detergents, Inc.	SUN	75/003,314	10/10/1995	2001463	9/17/1996
Huish Detergents, Inc.	CLOUT	75/052,138	2/2/1996	2019393	11/26/1996
Huish Detergents, Inc.	COLOR KEEPER	75/126,434	6/27/1996	2100398	9/23/1997
Huish Detergents, Inc.	SUN	75/219,376	12/30/1996	2196458	10/13/1998
Huish Detergents, Inc.	COLOR SECURE	75/379,218	10/24/1997	2616110	9/10/2002
Huish Detergents, Inc.	INDUSTRIAL CHOICE	75/975,450	4/19/1993	2031263	1/4/1997
Huish Detergents, Inc.	TRU COLOR	76/204,906	2/5/2001	2610602	8/20/2002
Huish Detergents, Inc.	SUN SATIONS	76/339,762	11/15/2001	2714500	5/6/2003
Huish Detergents, Inc.	CUDDLE SOFT	76/358,979	1/14/2002	2710858	4/29/2003
Huish Detergents, Inc.	WINTREE	76/404,806	5/9/2002	3228283	4/10/2007
Huish Detergents, Inc.	TROPICAL BREEZE	76/449,020	9/13/2002	2884867	9/14/2004
Huish Detergents, Inc.	SOFT BREEZE	76/467,305	11/15/2002	2813945	2/10/2004
Huish Detergents, Inc.	SUN	76/472,879	12/9/2002	2843724	5/18/2004
Huish Detergents, Inc.	VOLT	76/479,413	12/31/2002	2960206	6/7/2005
Huish Detergents, Inc.	SPRING BREEZE	76/482,328	1/14/2003	2944470	4/26/2005
Huish Detergents, Inc.	FOR A SUNSHINE FRESH LAUNDRY	76/487,238	2/4/2003	2890822	10/5/2004
Huish Detergents, Inc.	PILLOW SOFT	76/487,239	2/4/2003	2797274	12/23/2003
Huish Detergents, Inc.	TROPICAL BREEZE	76/594,784	5/26/2004	2982764	8/9/2005