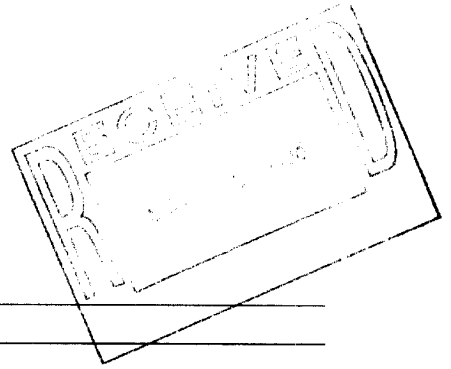


3/5/98

05-18-1998



100712562



To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party:

Fleet National Bank
One Federal Street
Boston, MA 02211

2. Name and address of receiving party:

Forster Inc.
1800 Cloquet Avenue
Cloquet, MN 55720-2141

3. Nature of conveyance:

Release of Collateral Assignment of Trademarks

Execution Date: March 6, 1995

4. Trademark registration and application numbers:

See Schedule A to Release attached hereto.

5. Name and address of party to whom correspondence concerning document should be mailed:

Geoffrey Spolyar, Esq.
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071

6. Total number of applications and registrations involved:

13

7. Total fee:

\$340.00

8. Deposit Account Number:

N/A

E

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

CHRISTOPHER JACK
Name of Person Signing

[Signature]
Signature

4/29/98
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 3

05/15/1998 TTGM11 00000055 1205578

01 FC:401
02 FC:402

40.00 OP
300.00 OP

SCHEDULE A

REGISTERED TRADEMARKS

<u>U.S. Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
ACME	95,412	February 17, 1914
DESIGN (small boy)	1,205,578	August 17, 1982
DESIGN (boy face)	1,230,030	March 8, 1983
FORSTER	1,513,348	November 22, 1988
FORSTER IDEAL	628,367	June 05, 1956
FORSTER	539,201	March 13, 1951
GRIP RITE	1,519,859	January 10, 1989
IDEAL	542,859	May 29, 1951
IDEAL	501,132	July 27, 1948
IDEAL	1,717,560	September 22, 1992
SKILL STICKS	1,228,588	February 22, 1983
WOODSIES	1,675,103	February 11, 1992
WORLDS FAIR	557,102	April 8, 1952

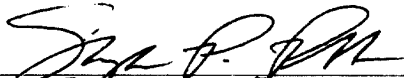
**RELEASE OF COLLATERAL ASSIGNMENT
OF TRADEMARKS**

Reference is made to that certain Collateral Assignment of Trademarks dated August 31, 1992, recorded with the Commissioner of Patents & Trademarks Office on September 28, 1992, Reel 0912, Frame 0892 (the "Collateral Assignment"), between Forster Manufacturing Co., Inc., a Maine corporation (n/k/a Forster Inc.) ("Forster") and Fleet Bank of Massachusetts, N.A., (n/k/a Fleet National Bank) ("Fleet"), pursuant to which Forster assigned to Fleet, in order to secure the complete and timely satisfaction of all "Obligations" of Forster to Fleet under that certain Credit Agreement dated August 31, 1992, its entire right, title and interest in and to the trademarks and trademark applications, if any, listed in Schedule A hereto, including without limitation all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively, the "Trademarks").

Fleet hereby acknowledges and confirms that effective as of the date hereof, Fleet hereby releases and relinquishes its entire right, title and interest in and to the Trademarks, and agrees that the Collateral Assignment of Trademarks is hereby cancelled and terminated in all respects and of no further force or effect.

Dated: March 6, 1995

FLEET NATIONAL BANK

By: 
Its: Senior Vice President

Doc# 1012946\1

RECORDED: 05/05/1998

TRADEMARK
REEL: 1726 FRAME: 0546