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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 6973.211-us-la

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100779552

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

1. Name of conveying party(ies):

General Electric Capital Corporation

- Individuals
- General Partnership
- Corporation—State of New York
- Other:
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release of Security Interest in and Assignment of Trademarks
- Merger
- Change of Name

Execution Date: February 5, 1998

2. Name and address of receiving party(ies):

S&H Citadel, Inc.
5999 Butterfield Road
Hillside, Illinois 60162

- Individual(s) citizenship
- General Partnership
- Corporation—State of Delaware
- Other:
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

1,383,346 1,676,993
1,663,820

Additional numbers attached? Yes No

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

Name: Paul A. Welter
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt, P.A.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: 3

7. Total fee (37 CFR 3.41): \$90.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

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.

Paul A. Welter
Name of Person Signing

Signature

July 20, 1998
Date

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/27/1998 SSMITH 00000071 1383346

01 FC:481
02 FC:482

40.00 OP
50.00 OP

TRADEMARK
REEL: 1762 FRAME: 0177

**RELEASE OF SECURITY INTEREST IN
AND ASSIGNMENT OF
TRADEMARKS**

WHEREAS, S&H Citadel, Inc., a Delaware corporation ("Debtor"), is the owner of certain trademarks, trademark licenses, trademark registrations, trademark applications and tradenames, including those set forth on Schedule 1 attached hereto and made a part hereof;

WHEREAS, pursuant to a Credit Agreement dated as of the 18th day of August, 1995, as amended (the "Credit Agreement"), by and among Debtor, General Electric Capital Corporation ("GE Capital"), individually and as agent (in such capacity, "Agent") for the lenders parties thereto (the "Lenders"), Lenders made certain loans and financial accommodations available to Debtor;

WHEREAS, as security for the Obligations (as defined in the Credit Agreement) to Agent and Lenders, Debtor executed one or more instruments granting to Agent, for the ratable benefit of Lenders, a security interest in, and collaterally assigning to Agent, for the ratable benefit of Lenders, all of Debtor's right, title and interest in, to and under any and all past, present and future trademarks, trademark registrations, trademark applications, tradenames, licenses, royalties and other intellectual property rights, including, but not limited to, the trademarks, trademark licenses, registrations and applications described on Schedule 1 hereto (hereafter collectively referred to as the "Trademark Collateral");

WHEREAS, the security interests and/or collateral assignments in favor of Agent were or may have been recorded with the United States Patent and Trademark Office from time to time, including the Trademark Collateral Assignment and Security Agreement, dated August 18, 1995, recorded at Reel 1389, Frame 632;

WHEREAS, GE Capital, individually and as agent for the Lenders, is willing to release, discharge and assign to Debtor all its right, title and interest in, to and under the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, GE Capital, individually and as Agent for the Lenders, intending to be legally bound, hereby (a) releases and discharges its security interest in the Trademark Collateral, including but not limited to each of the trademarks, trademark licenses, registrations and applications set forth on Schedule 1 attached hereto and made a part hereof, and (b) assigns to Debtor, without recourse, representation or warranty, all of its right, title

and interest in and to the Trademark Collateral, including but not limited to each of the trademarks, trademark licenses, registrations and applications set forth on Schedule 1 attached hereto.

IN WITNESS WHEREOF, GE Capital has caused this instrument to be duly executed by its duly authorized officer, effective the 5th day of February, 1998.

GENERAL ELECTRIC CAPITAL
CORPORATION,
individually and as Agent

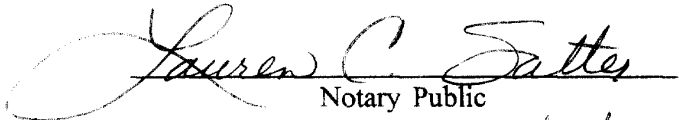
By: *Reggy Erlenkötter*
Name: *Reggy Erlenkötter*
Title: *Duly Authorized Signatory*

ACKNOWLEDGMENT

Connecticut

STATE OF ~~NEW YORK~~)
FAIRFIELD) ss:
COUNTY OF ~~NEW YORK~~)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5 day of February, 1998, personally appeared PEGGY ERIENKOTTER who, being by me duly sworn, deposed and said that she is the Duly Authorized Signatory of General Electric Capital Corporation, and that he, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the free act and deed of such corporation.


Notary Public

My Commission Expires: 12/31/2000

LAUREN C. SATTER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2000

SCHEDULE 1

TRADEMARK	REG. NO.	REG. DATE
TRAVPASS	1,383,346	02/18/1986
PERSONAL SPENDING POWER	1,663,820	11/05/1991
BRAVO!	1,676,993	02/25/1992