

08-20-1998

EET U.S. DEPARTMENT OF COMMERCE

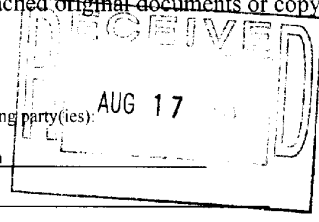
MRO 8-12-98



Patent and Trademark Office

100800857

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



1. Name of conveying party(ies):

FIRST UNION NATIONAL BANK (successor by merger to CoreStates Bank, N.A.)

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

Name: Gimpel Corporation

Internal Address:

Street Address: 250 N. Woodbourne Road

City: Langhorne State: Pennsylvania ZIP: 19047

Individual General Partnership Corporate-State Association Limited Partnership

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

Individual(s) citizenship

Association

General Partnership

Limited Partnership

X Corporate-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Security Agreement Merg Change of Name X Other RELEASE OF SECURITY INTEREST

Execution Date: July 31, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,189,779

Additional numbers attached? Yes X No

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

Name: BRIAN P. ROTHENBERG, ESQUIRE

Internal Address: STRADLEY RONON STEVENS & YOUNG, LLP

Street Address: 2600 ONE COMMERCE SQUARE

City: PHILADELPHIA State: PA ZIP: 19103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

NOT APPLICABLE

(Attach duplicate copy of this page if paying by deposit account)

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.

BRIAN ROTHENBERG Name of Person Signing

Signature

8/3/98 Date

Total number of pages comprising cover sheet: 1 OMB No.

Do not detach this portion

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

Commissioner of 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 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.

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TERMINATION OF TRADEMARK COLLATERAL AGREEMENT

WHEREAS, Gimpel Corporation, a Delaware corporation ("Gimpel") is the owner of the registered trademark, "Gimpel" – Registration No. 1,189,779, registered on February 16, 1982, and the goodwill associated therewith (the "Mark"); and

WHEREAS, pursuant to a certain Trademark Collateral Agreement dated March 8, 1994 (the "Trademark Collateral Agreement"), Gimpel granted and conveyed to First Union National Bank (successor by merger to CoreStates Bank, N.A.) (the "Bank") a security interest in the Mark, and such security interest was recorded with the United States Patent and Trademark Office on April 1, 1994 (Reel/Frame: 1128/0458);

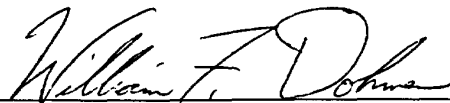
WHEREAS, in consideration for Gimpel's payment of all of Gimpel's obligations under a certain Credit Agreement dated March 8, 1994 by and between Gimpel and the Bank, the parties now desire to terminate the Bank's security interest in the Mark.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and other good and valuable consideration and intending to be legally bound hereby, the Bank hereby agrees as follows:

1. Effective as of the date hereof, the Trademark Collateral Agreement, is hereby terminated, and of no further force or effect.
2. The Bank hereby releases its security interest and conveys back to Gimpel all of the Bank's interest in and to the Mark, the registration thereof and the goodwill associated therewith.
3. The Bank agrees to execute such statements or other documents, as may from time to time be determined to be reasonably necessary, to evidence the release of any and all liens or interests of record in the Mark.

IN WITNESS WHEREOF, the undersigned has executed this Termination of Trademark Collateral Agreement as of this 31st day of July, 1998.

FIRST UNION NATIONAL BANK

By: 
William F. Dohmen
Vice President

**STRADLEY
RONON
STEVENS
& YOUNG, LLP**

Attorneys At Law

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Philadelphia, Pennsylvania 19103-7098
Fax: (215) 564-8120

Malvern, Pennsylvania
Cherry Hill, New Jersey
Wilmington, Delaware

—————
A Limited Liability Partnership

August 12, 1998

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

**RE: Assignment of Trademark to Gimpel Corporation
(Trademark Registration No. 1,189,779)**

Dear Sir or Madam:

Enclosed please find Recordation Form Cover Sheet and Termination of Trademark Collateral Agreement. These documents shall serve to assign the trademark referenced by Registration No. 1,189,779 from First Union National Bank (successor by merger to CoreStates Bank, N.A.) to Gimpel Corporation.

Also enclosed please find a check in the amount of \$40.00 to cover filing fees. Please send confirmation of this filing to the undersigned at the address referenced above.

Yours truly,



Brian P. Rothenberg

BPR/dlv
Enclosures

Doc. #100505 v.01 08/12/98 11:06 AM

RECORDED: 08/12/1998

TRADEMARK
REEL: 1771 FRAME: 0900