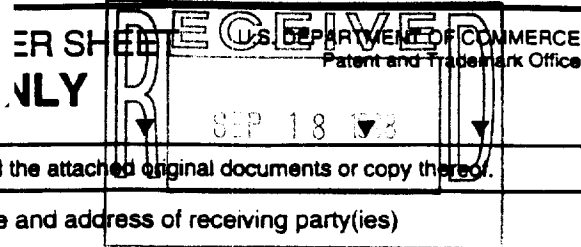


09-24-1998

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



100837319



Tab settings □ □ □ ▼

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

1. Name of conveying party(ies):

Southwest Manufacturers and Distributors, Inc. and Vince Genovese

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State
- Other Texas

9-18-98

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

2. Name and address of receiving party(ies)

Name: Tacony Corporation

Internal Address: \_\_\_\_\_

Street Address: 1760 Gilsinn Lane

City: Fenton State: MO ZIP: 63026

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Missouri
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designator 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                               Merger
- Security Agreement                       Change of Name
- Other Release of Security Interest

Execution Date: July 9, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,352,350

Additional numbers attached?  Yes  No

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

Name: John A. Bacon

Internal Address: Baker & McKenzie

One Prudential Plaza

Suite 3500

Street Address: 130 E. Randolph Drive

Chicago

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:

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

09/22/1998 DMC/RY: 00400117-1352350 State: IL ZIP: 60601

01 FC:480

40.00.00

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.

John A. Bacon  
Name of Person Signing

John A. Bacon  
Signature

9/15/98  
Date

Total number of pages including cover sheet, attachments, and document: 2

Mall documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1790 FRAME: 0873

# RELEASE OF POWR-OUT TRADEMARK

THIS RELEASE OF POWR-OUT TRADEMARK ("Release") is made effective as of July 9, 1998 by SOUTHWEST MANUFACTURERS AND DISTRIBUTORS, INC., a Texas corporation ("Southwest") and VINCE GENOVESE, an individual, and their respective heirs, executors, successors, assigns and other legal representatives (collectively, "Secured Party"), in favor of TACONY CORPORATION, a Missouri corporation ("Tacony").

## BACKGROUND

As part of an Asset Purchase Agreement dated as of July 12, 1996 ("Purchase Agreement") between the Secured Party and Tacony, Secured Party assigned certain trademarks to Tacony, including the Powr-Out trademark, filed June 6, 1985 and bearing Registration No. 1352350 in the United States Patent and Trademark Office (the "Powr-Out Mark"). Effective as of September 30, 1996, the Parties entered a Trademark Collateral Assignment And Security Agreement ("Assignment and Security Agreement") as part of their Purchase Agreement.

Tacony now desires to sell the Powr-Out Mark to a third party and in order to convey clear title to the Mark, requests Secured Party to release its interests under the Assignment and Security Agreement in the Powr-Out Mark.

**THEREFORE**, in consideration of the premises and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees for the benefit of Tacony as follows:

### 1. RELEASE.

Secured Party hereby unconditionally releases Tacony of the latter's obligations under the Assignment and Security Agreement with respect to the Powr-Out Mark. Secured Party acknowledges that it has no continuing interest in the Powr-Out Mark. Secured Party further acknowledges that there has been no "Event of Default" as that term is described in the Security Agreement and consequently, Secured Party acknowledges that has no power of attorney rights as described in Section 6 of the Assignment and Security Agreement.

SOUTHWEST MANUFACTURERS AND DISTRIBUTORS, INC.

By:  , president

  
VINCE GENOVESE