

09-29-1998



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OPR/FINANCE

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

85-18-98  
MRO

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

09/26/1998 DNGUYEN 00000204 74543434

01 FC:481 40.00 DP  
02 FC:482 300.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="74543434"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74658912"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1319293"/>	<input type="text" value="1608261"/>	<input type="text" value="1653666"/>
<input type="text" value="1489112"/>	<input type="text" value="1640415"/>	<input type="text" value="1664970"/>
<input type="text" value="1581520"/>	<input type="text" value="1653613"/>	<input type="text" value="1695385"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Margaret Lehmann

September 16, 1998

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).  Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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1809077	<input type="text"/>	<input type="text"/>
1985239	<input type="text"/>	<input type="text"/>
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RELEASE OF SECURITY AGREEMENT - GENERAL INTANGIBLES  
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)

This Release of Security Agreement - General Intangibles (Patents, Trademarks, Copyrights Computer Software) executed and effective as of September 11, 1998, relates to that certain Security Agreement - General Intangibles (Patents, Trademarks, Copyrights, Computer Software) entered into on April 6, 1995, (the "Security Agreement") by SUNBURST PRODUCTS, INC. a California corporation, (hereinafter, together with its successors and assigns, called the "Borrower") in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (the "Bank"), as party to the Credit Agreement dated as of April 6, 1995 between the Borrower and the Bank (as amended, the "Credit Agreement").

WHEREAS, pursuant to the Security Agreement, the Borrower granted a security interest to the Bank in certain trademarks described in the Security Agreement (the "Trademarks") as security for the Borrower's obligations to the Bank under the Credit Agreement; and

WHEREAS, the Security Agreement was recorded on August 19, 1996 with the United States Patent and Trademark Office in Washington, D.C. in Reel 1498, Frame 0960; and

WHEREAS, the Borrower has satisfied its obligations to the Bank under the Credit Agreement and has requested that the Bank release its security interest in the Trademarks and reassign the same to the Borrower.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Bank hereby agrees as follows:

1. The Borrower has satisfied all of its obligations under the Credit Agreement, the Credit Agreement has terminated, and the Bank hereby releases and forever discharges all mortgages, grants, sales, conveyances, transfers, settings over, and assignments of security interest granted under the Security Agreement in any and all of the Borrower's right, title or interest of every kind or nature in and to the following property:

(a) All pending trademarks, servicemarks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of Borrower necessary to produce any products sold under any of the above, and other related property, all as more particularly described in the attached Exhibit A from the Security Agreement; and

(b) All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Borrower's good will connected with the use of the Collateral and the right to sue therefor.

(c) All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

(d) All proceeds of all of the foregoing.

2. The Security Agreement is hereby declared null and void and of no further force or effect.

IN WITNESS WHEREOF the Bank has caused this Release of Security Agreement - General Intangibles (Patents, Trademarks, Copyrights Computer Software) to be executed by its officer duly authorized as of the date first above stated.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS  
ASSOCIATION

By: \_\_\_\_\_

  
Kjell Gronvold

Title: Vice President

EXHIBIT A

Pending Trademark and Service Mark Applications

<u>Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Trademark or Service Mark</u>
USA	74-543,434	06/28/94	NIGHT VISION
USA	74-658,912	04/10/95	PREDATOR

EXHIBIT A

Trademarks and Service Marks

<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
USA	1,319,293	02/12/85	FREE STYLE
USA	1,489,112	05/24/88	FREE STYLE
USA	1,581,520	02/06/90	FREE STYLE
USA	1,608,261	07/31/90	FREESTYLES
USA	1,640,415	04/09/91	SHARK
USA	1,653,613	08/13/91	FREE STYLE U.S.A.
USA	1,653,666	08/13/91	FREE STYLE U.S.A.
USA	1,664,970	11/19/91	FREE STYLE
USA	1,695,385	06/16/92	HIATUS
USA	1,809,077	12/07/93	
USA	1,985,239	07/09/96	EVOLUTION