

TRADEMARKS ONI



100844203

Tab settings

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

1. Name of conveying party(ies):

First Union National Bank

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

MRO 10-1-98

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

Execution Date: 1 September 1998

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

Name: Wolf Camera, Inc.

Internal Address:

Street Address: 4955 Marconi Drive

City: Alpharetta State: GA ZIP: 30005

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75-298,440

B. Trademark Registration No.(s)

1,990,017 1,891,391
2,013,418 1,891,390
1,988,642 1,890,217

Additional numbers Yes No

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

Name: Michael D. Hobbs, Jr.

Internal Address: TROUTMAN SANDERS LLP

Suite 5200

Street Address: 600 Peachtree Street

City: Atlanta State: GA ZIP: 30308

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):.....\$ \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

10/02/1998 SSMITH 00000074 75298440

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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.

Michael D. Hobbs, Jr.

Name of Person Signing

Michael D. Hobbs, Jr.
Signature

29 September 1998

Date

Total number of pages including cover sheet, attachments, and

3

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") is made as of the 1ST day of September, 1998, between WOLF CAMERA, INC., a Georgia corporation (the "Assignee"), and FIRST UNION NATIONAL BANK, a national banking association, in its capacity as Administrative Agent (the "Assignor").

WHEREAS, in order to induce certain financial institutions (the "Original Lenders") to make loans and extend credit to the Assignee, the Assignee agreed to assign and did assign to the Assignor, as Administrative Agent for the Original Lenders, a security interest in and to the Assignee trademarks and service marks (the "Marks") in the Trademark Collateral Security and Pledge Agreement (the "Trademark Security Agreement") dated as of April 16, 1998, recorded in the U.S. Patent and Trademark Office at Reel 1716/Frame 0602; and

WHEREAS, pursuant to that certain Credit Agreement dated as of the 1st day of September, 1998 among the Assignee and the other borrowers named therein, the lenders named therein (the "New Lenders"), First Union National Bank, as issuing lender and as swingline lender, and Assignor, as Administrative Agent for the New Lenders, Assignor (in its capacity as Administrative Agent for the Original Lenders) is required to release its lien on and security interest in the Marks;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, convey, assign, sell and transfer to the Assignee, without recourse, its security interest in and to the Marks and the U.S. registrations and application of and for the Marks as set forth on the attached Exhibit A. Assignor does hereby further release and forever discharge all right, title and interest in and to all liens in and to the Marks and the U.S. application and registrations therefor, including without limitation the liens created by the Trademark Collateral and Security Pledge Agreement, and does expressly release any and all rights that the undersigned may now or hereafter have to establish or enforce said lien or liens. Nothing herein shall be deemed to evidence or constitute an acknowledgment by Assignor of the satisfaction of any indebtedness and other obligations heretofore secured by the Trademark Security Agreement.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignees may deem necessary to secure to Assignees the rights herein conveyed.

"ASSIGNOR"

FIRST UNION NATIONAL BANK,
in its capacity as Administrative Agent

By: 

Name: _____

Title: _____

Madris Carr

Vice President

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WOLF CAMERA & VIDEO	1,990,017	July 30, 1996
WOLF CAMERA	2,013,418	November 5, 1996
WOLFTOUCH	1,988,642	July 23, 1996
WOLF CAMERA & VIDEO OUR EXPERTISE IS FREE	1,891,391	April 25, 1995
FOR THE PICTURE OF YOUR LIFE WOLF CAMERA & VIDEO	1,891,390	April 25, 1995
THERE'S A NEW STAR IN THE LONE STAR STATE!	1,890,217	April 18, 1995

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
WOLF CAMERA & IMAGING	75-298440	May 24, 1997