

MRH 12/2/98



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To the Honorable Commissioner of Pa

ed original documents or copy thereof.

1. Name of conveying party(ies):
 The Bank of Nova Scotia - as Administrative Agent

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - the country of Canada
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

Execution Date: June 18, 1998

2. Name and address of receiving party(ies):
 Name: ProSource Services Corporation
 Internal Address: _____
 Street Address: 1500 San Remo Avenue
 City: Coral Gables State: FL ZIP: 33146

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark registration No.(s) 1,912,799

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erich G. Rhynhart
 Internal Address: _____
 Street Address: Mayer, Brown & Platt
P.O. Box 2828
 City: Chicago State: IL ZIP: 60690-2828

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 for any additional fees

8. Deposit account number: 13-0019

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

DO NOT USE THIS SPACE

12/03/1998 TTOM11 00000115 1912799
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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.

Erich G. Rhynhart [Signature] 01 December 1998
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 3

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 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.

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE, dated as of June 18, 1998 (this "Release"), is made by The Bank of Nova Scotia, as Administrative Agent, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Trademark Security Agreement, dated as of March 14, 1997 (as amended, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), between ProSource Services Corporation, a Delaware corporation (the "Debtor"), and the Secured Party, which Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on April 3, 1997 beginning at Reel 1571, Frame 0389;

W I T N E S S E T H:

WHEREAS, pursuant to the Trademark Security Agreement, the Debtor granted to the Secured Party a continuing security interest in, among other things, all of the Debtor's United States trademarks and trademark applications, including the trademarks set forth on Attachment 1 hereto (the "Trademarks");

WHEREAS, the Secured Party wishes to: (i) terminate the Trademark Security Agreement against the Trademarks identified in Attachment 1 hereto, as recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Trademarks; (iii) restore all right, title and interest in and to the Trademarks to the Debtor; and (iv) dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in all of the trademarks of the Debtor, including the Trademarks set forth on Attachment 1 hereto, and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks, and more particularly hereby releases the security interest granted to the Secured Party in the Trademarks which was recorded at Reel 1571, Frame 0389, in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: W.J. Brown

Name:

Title:

W.J. BROWN
VICE PRESIDENT

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	PROSOURCE DISTRIBUTION SERVICES	1,912,799	8/15/95