12-07-1998

Form PTO 1595
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U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

BT COMMERCIAL CORPORATION

Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ Individual(s)
- ☐ General Partnership
- ■ Corporation-State **(DE)**
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

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

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

CLEAR SHIELD NATIONAL, INC.

Address: 1175 South Wheeling Road

City: Wheeling State: IL Zip: 60690

- ☐ Individual(s)
- ☐ General Partnership
- ■ Corporation-State **(CA)**
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

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
- ■ Other **RELEASE AND REASSIGNMENT**
- ☐ Merger
- ☐ Change of Name

Execution Date: July 23, 1988

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE "A"

Additional numbers attached? ■ Yes ☐ No

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

Name Wallenstein & Wagner, Ltd.

Street Address: 311 S. Wacker Drive, 53rd Floor

City: Chicago State: IL Zip: 60606-6622

6. Total number of applications and Registrations involved: 13

7. Total fee (37 CFR 3.41): ..... $ 340.00
■ Enclosed

■ Authorized to be charged to deposit account (ADDITIONAL AMOUNTS ONLY)

8. Deposit account number: 23-0280
(Attach duplicate copy of this page if paying by deposit account)

12/04/1998 DNGUYEN 00000284 775111

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

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.

Nancy M. Misch
Name of Person Signing

Nancy M. Misch
Signature

November 12, 1998
Date

Total number of pages comprising cover sheet: ____

OMB No. 0651-0011 (exp. 4/94)
61392

SCHEDULE A
INTELLECTUAL PROPERTY
CLEAR SHIELD NATIONAL, INC.

REGISTERED TRADEMARKS:

TRADEMARK	NATURE OF GOODS	COUNTRY	REGISTRATION NUMBER	ISSUE DATE
CARNIVAL	DRINKING STRAWS	UNITED STATES	775111	AUGUST 11, 1964
CLOWN SYMBOL	DRINKING STRAWS	UNITED STATES	817115	OCTOBER 18, 1966
NOISY BENDERS	DRINKING STRAWS	UNITED STATES	903987	DECEMBER 8, 1970
COFY STIRS	DRINKING STRAWS	UNITED STATES	941395	AUGUST 22, 1972
FOOT LONG	DRINKING STRAWS	UNITED STATES	1105357	OCTOBER 31, 1978
CARNIVAL	DRINKING STRAWS	HONG KONG	245583	DECEMBER 16, 1981
CLOWN SYMBOL	DRINKING STRAWS	HONG KONG	266683	DECEMBER 16, 1981
CARNIVAL	CUTLERY	UNITED STATES	1201810	JULY 20, 1982
CLOWN SYMBOL	DRINKING STRAWS	**CANADA**	**271949**	AUGUST 20, 1982
ELBO	DRINKING STRAWS	UNITED STATES	775110	AUGUST 11, 1984
MENU KIT	HOSPITAL KITS	UNITED STATES	1354543	AUGUST 13, 1985
CLEAR SHIELD	WORDMARK	UNITED STATES	1357064	AUGUST 27, 1985
CLEAR SHIELD SYMBOL	CLEAR SHIELD TRADEMARK	UNITED STATES	1358304	SEPTEMBER 3, 1985
SUPRA	DRINKING STRAWS	UNITED STATES	831187	JUNE 22, 1987
CREST DESIGN	CUTLERY	UNITED STATES	1494841	JULY 5, 1988
SHIELD DESIGN	CUTLERY	UNITED STATES	1496564	JULY 19, 1988
CARNIVAL	DRINKING STRAWS	CANADA	PENDING	

TRADEMARK
REEL: 1823 FRAME: 0153

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this **"Release"**) is made as of July 23, 1998, by **BT COMMERCIAL CORPORATION,** a Delaware corporation, in its capacity as collateral agent (in such capacity, the **"Collateral Agent"**) pursuant to that certain Intercreditor and Collateral Agency Agreement dated as of June 20, 1995 (the **"Collateral Agency Agreement"**), among Collateral Agent and certain other financial institutions identified therein. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Intercreditor and Collateral Agency Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Collateral Documents and the Financing Agreements, **CLEAR SHIELD NATIONAL, INC.**, a California corporation (**"Clear Shield"**) has executed and delivered in favor of Collateral Agent for the benefit of the Secured Parties a certain Intellectual Property Security Agreement dated as of June 20, 1995 (the **"Intellectual Property Agreement"**);

WHEREAS, the Intellectual Property Agreement was recorded in the United States Patent and Trademark Office on June 28, 1995, in the Trademark Division **at Reel 1360/Frame 0449** with a correction to the Intellectual Property Agreement as recorded on January 22, 1996, in the Trademark Division **at Reel 1426/Frame 0274**; and

WHEREAS, pursuant to the respective terms and provisions of the Collateral Documents and the Financing Agreements, Clear Shield has requested that Collateral Agent release and reassign to Clear Shield the "Released Intellectual Property Collateral" (as defined below);

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases its security interest in and lien upon all of Clear Shield's right, title and interest in and to all intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the **"Released Intellectual Property Collateral"**):

(a) all Trademarks (as defined in the Intellectual Property Agreement), including, without limitation, the Trademarks listed on **Schedule A** hereto;

(b) all Copyrights (as defined in the Intellectual Property Agreement);

(c) all Licenses (as defined in the Intellectual Property Agreement);

(d) all Patents (as defined in the Intellectual Property Agreement);

(e) all Trade Secrets (as defined in the Intellectual Property Agreement); and

(f) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

2. Collateral Agent hereby terminates its security interest in and lien upon, and hereby reassigns, grants and conveys to Clear Shield, without any representation, recourse or undertaking by Collateral Agent, all of Collateral Agent's right, title and interest in and to the Released Intellectual Property Collateral.

3. Except as expressly set forth herein, **(i)** the execution and delivery of this Release and Reassignment shall in no way affect any of the respective rights, powers or remedies of the Collateral Agent or any of the Secured Parties under any of the Collateral Documents or Financing Agreements, nor constitute a waiver of any provision of any of the Collateral Documents or Financing Agreements and **(ii)** all of the respective terms and provisions of the Collateral Documents and Financing Agreements and all other documents, instruments, amendments and agreements executed and/or delivered by Clear Shield pursuant thereto or in connection therewith shall remain in full force and effect and are hereby ratified and confirmed in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

BT COMMERCIAL CORPORATION, in its capacity as Collateral Agent

By Wayne D Hillock
Name: WAYNE D. HILLOCK
Title: Sr. VP.

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23 day of July, 1998, before me personally appeared WAYNE D. HILLOCK, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of **BT COMMERCIAL CORPORATION**, a Delaware corporation.

Midna M Rodriguez
Notary Public
My Commission Expires:
06/02/01

OFFICIAL SEAL
MIDNA M RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/02/01

Release and Reassignment