

12-09-1998

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



SHEET ILY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

100917293

12-4-98

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

1. Name of conveying party(ies):

Heller Financial, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation - Delaware, Other. Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Axxess Technologies, Inc.

Internal Address:

Street Address: 9185 South Farmer Avenue

City: Tempe State: Arizona Zip: 85284

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation - State of Delaware, 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) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release of Trademark Security Agreement

Execution Date: October 8, 1998

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

A. Trademark Application No.(s)

74/372,525 74/584,734 74/588,333 74/588,505

B. Trademark Registration No.(s)

1,950,599 1,845,341 1,754,900 1,754,854 1,604,337 1,526,510 1,486,689

Additional numbers attached? Yes No

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

Name: SNELL & WILMER L.L.P.

Internal Address: Attn: Michael K. Kelly

Street Address: One Arizona Center

400 East Van Buren

City: Phoenix State: AZ ZIP: 85004-0001

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed - check no. S&W 25670 Deficiency only authorized to be charged to deposit account

8. Deposit account number:

19-2814

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DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 FC:482 250.00 OP

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 K. Kelly, Reg. No. 32,848

Name of Person Signing

Signature

Nov 30, 1998

Date

EXHIBIT A

~~PATENTS~~ TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
CREDITCARD KEYS (word mark)	5/3/88	1,486,689
CK, plus distinctive design	2/28/89	1,526,510
3-D TWO KEY DESIGN ONLY	7/30/90	1,604,337
AXXESS PC	3/2/93	1,754,900
AXXESS +	3/2/93	1,754,854
AXXESS KEY IDENTIFIER	7/19/94	1,845,341

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
KEYCARD	3/29/93	74/372,525
One Key Chrysler Design	10/12/94	74/584,734
One Key GM Design	10/12/94	74/588,333
One Key Ford Design	10/12/94	74/588,505
AXXESS (plus abstract key design)	9/19/94	74/575,491

RELEASE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, AXCESS TECHNOLOGIES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business and mailing address at 9185 South Farmer Avenue, Tempe, Arizona 85284 (hereinafter "Assignor") originally assigned all of its right, title and interest in and to all of the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business set forth on Exhibit A owned by Assignor to HELLER FINANCIAL, INC., 101 Park Avenue, New York, New York 10078 (hereinafter "Assignee") as security for certain financial obligations made by Assignee to Assignor contained in a Loan and Security Agreement dated as of June 9, 1995 (the "Loan Agreement");

WHEREAS, evidence of such assignment in the form of a Trademark Security Agreement dated June 13, 1995 (the "Assignment") was recorded with the United States Patent & Trademark Office on June 19, 1995, at Reel 1396, Frame 0266 through 0270 (the "Trademark Assignment"); and

WHEREAS, all of the financial obligations due and owing to Assignee by Assignor under the Loan Agreement have been satisfied and Assignee is willing to release the trademarks and trademark applications set forth on the Trademark Assignment;

NOW, THEREFORE, for good and valuable consideration, Assignee does hereby release and transfer unto Assignor, its successors, assigns and legal representatives, any and all right, title and interest Assignee has or may have acquired during the course of such Trademark Assignment in and to Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business whether or not patentable, copyrightable, or susceptible to any other form of protection and whether or not reduced to practice (collectively "Intellectual Property"), in the United States;

AGREEING, FURTHERMORE, upon request of Assignor, and without further remuneration, to execute any and all papers desired by Assignor to secure the release of the Trademark Assignment.

EXECUTED as of the date written below by Assignor:

HELLER FINANCIAL, INC.

By Elizabeth Schmidt
Name Elizabeth Schmidt
Title SVP
Date 10/18/98

STATE OF ILLINOIS

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) ss:

COUNTY OF COOK

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The foregoing instrument was acknowledged before me this 12th day of October, 1998, by Elizabeth Schmidt, the Senior Vice President of HELLER FINANCIAL, INC., a Delaware corporation, on behalf of the corporation.

Elizabeth E. Motts
NOTARY PUBLIC

My Commission Expires:

March 6, 2002

