

12-16-1998



100928063

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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
- ☐ Merger
Effective Date
Month Day Year
- ☐ Change of Name
- ☒ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

11 10 98

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/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 Assignment.)

12/14/1998 DMUYEN 00000282 1812092

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
200.00 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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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

REEL: 1826 FRAME: 0826

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,812,092"/>	<input type="text" value="1,809,129"/>	<input type="text" value="1,224,589"/>
<input type="text" value="1,224,588"/>	<input type="text" value="1,091,109"/>	<input type="text" value="1,085,720"/>
<input type="text" value="1,085,103"/>	<input type="text" value="1,085,102"/>	<input type="text" value="1,080,614"/>

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:

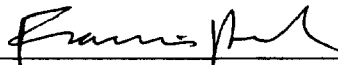
Yes ☐

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.

Francis Hsueh



12/08/98

Name of Person Signing

Signature

Date Signed

RELEASE

This RELEASE is given as of this 10th day of November 1998 by Nationsbank, N.A., a national banking association ("Assignor"), located at Nationsbank Corporate Center, Charlotte, North Carolina 28255, in favor of Buccaneers Limited Partnership, a Delaware limited partnership ("Assignee"), located at One Buccaneer Place, Tampa, Florida 33607.

WHEREAS, pursuant to a Trademark Security Agreement dated as of June 29, 1995 (the "Security Agreement"), by and between Assignee and Assignor, in its capacity as agent for the lenders then or thereafter party to the Credit Agreement (as defined in the Security Agreement), Assignee pledged and assigned to Assignor, and granted to the Assignor, a continuing security interest in and to all of its right, title and interest in and to all of the following property, wherever located, whether then owned or thereafter acquired or existing (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, product identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (collectively, the "Trademarks"), all registrations and recordings thereof in the United States Patent and Trademark Office or any state thereof, and any applications for such registrations or recordings, and including those registrations and applications for registration set forth on Schedule A attached hereto;

(b) all Trademark licenses and other agreements providing the Assignee with rights to use the Trademarks;

(c) all reissues, extensions or renewals of any of the items described in the foregoing clauses (a) and (b);

(d) all of the goodwill of the business associated with the use of, and symbolized by, the items described in, clauses (a) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Assignee (and rights to sue thereunder) against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

which security interest was recorded in the United States Patent and Trademark Office (a) on August 27, 1996 at Reel 1513/Frame 0774; and

WHEREAS, Assignee has fully satisfied all of its obligations under the above referenced Security Agreement and Assignor desires to release its continuing security interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its continuing security interest in and to the Trademark Collateral and reassigns any and all interest that it may have in the Trademark Collateral to Assignee.

IN WITNESS WHEREOF, Assignor has caused this RELEASE to be duly executed by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR

Nationsbank, N.A.

By: Wm. Elliott McCabe

Name: **Wm. Elliott McCabe**

Title: **Senior Vice President**

STATE OF **NORTH CAROLINA**)

) SS.

COUNTY OF **MECKLENBURG**)

I, a notary public, in and for the county and state aforesaid, do hereby certify that **Wm. Elliott McCabe** personally known to me to be ~~the~~ **a Senior Vice President** of Nationsbank, N.A., a national banking association, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this **10th** day of November, 1998.

Terry L. Scaggs
Notary Public

(Commissioned: Terry L. Scaggs)

My commission expires: 8/18/99

SCHEDULE A
TRADEMARKS

I. FEDERAL REGISTRATIONS

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
DESIGN ONLY	1,812,092	12/21/93	Buccaneers Limited Partnership
TAMPA BAY BUCCA- NEERS	1,809,129	12/07/93	Buccaneers Limited Partnership
7 and Design	1,224,589	1/18/83	Buccaneers Limited Partnership
7 and Design	1,224,588	1/18/83	Buccaneers Limited Partnership
BUCS	1,091,109	5/09/78	Buccaneers Limited Partnership
DESIGN ONLY	1,085,720	2/14/78	Buccaneers Limited Partnership
BUCCANEERS	1,085,103	2/07/78	Buccaneers Limited Partnership
TAMPA BAY BUCCA- NEERS	1,085,102	2/07/78	Buccaneers Limited Partnership
DESIGN ONLY	1,080,614	12/27/77	Buccaneers Limited Partnership

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
BUCS	Florida	917,633	4/21/97	Buccaneers Limited Partnership
A NEW DAY IN TAMPA BAY	Florida	T,951,157	9/19/95	Buccaneers Limited Partnership
SWASH-BUC-LERS	Florida	924,299	4/14/81	Buccaneers Limited Partnership