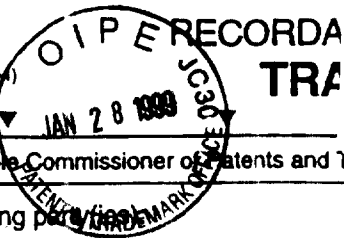


04-09-1999

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings



100959964

To the Honorable Commissioner of Patents and Trademarks

and documents or copy thereof.

1. Name of conveying party(ies)

Barnett Bank N.A.

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 7/24/98

2. Name and address of receiving party(ies)

Name: Guide Series, Inc.

Internal Address: \_\_\_\_\_

Street Address: 4701 Hillsborough Avenue

City: Tampa State: FL ZIP: 33614

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Florida
- 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 patent number(s):  
See Schedule I attached hereto

A. Trademark Application No.(s)

02/02/1999 SEARCH 75112204  
00000080 75112204

01 FC:481 40.00 OP  
02 FC:482 225.00 OP

Additional numbers attached?  Yes  No

B. Trademark Registration No (s)

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

Name: Michael I. Perry, LA

Internal Address: \_\_\_\_\_

Pual, Hastings, Janofsky & Walker

Suite 2400

Street Address: \_\_\_\_\_

600 Peachtree Street NE

City: Atlanta State: GA ZIP: 30308

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Michael I. Perry  
Name of Person Signing

Signature

1 99  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
REEL: 1837 FRAME: 0253

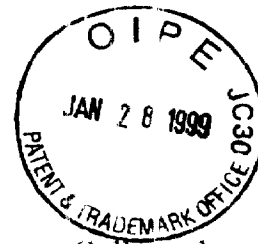
SCHEDULE I

<u>Jurisdiction</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Status</u>	<u>Owner</u>
United States	SPORTS DEPOT	75168646	Pending	Guide Series, Inc.
United States	MACRO SPORTS	75194393	Pending	Guide Series, Inc.
United States	JUMBOSPORTS (plus design)	75214031	Pending	Guide Series, Inc.
United States	JUMBOSPORTS (plus design)	75214032	Pending	Guide Series, Inc.
United States	JUMBOSPORTS (plus design)	75214033	Pending	Guide Series, Inc.
United States	JUMBOSPORTS (plus design)	75214034	Pending	Guide Series, Inc.
United States	(design only)	75241990	Pending	Guide Series, Inc.
United States	(design only)	75244795	Pending	Guide Series, Inc.

\* No Patents

\* No Copyrights

RELEASE OF SECURITY INTEREST



WHEREAS, GUIDE SERIES, INC. granted BARNETT BANK N.A., as Collateral Agent for certain institutional lenders (the "Agent"), a lien on and a security interest in and to the trademarks identified in Exhibit A attached hereto and by this reference made a part hereof (the "Trademarks"), pursuant to an Amended and Restated Security Agreement dated May 28, 1997 (the "Security Agreement");

WHEREAS, notice of the Security Agreement was recorded with the United States Patent and Trademark Office on June 9, 1997 at Trademark Reel 1596, Frame 0029;

WHEREAS, the Agent desires to cancel and terminate all of its liens and security interests on or against the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Agent hereby releases unto GUIDE SERIES, INC., effective as of the date hereof, any lien or security interest in and to the Trademarks and any trademark applications appearing on Exhibit A, and any foreign trademarks or applications as set out in the schedules to the Security Agreement, together with the goodwill associated with the foregoing, all books and records relating to the Trademarks or products involving the Trademarks, and any and all proceeds thereof, and any interest ever possessed by the Agent in any claims by GUIDE SERIES, INC. against third parties for infringement of the Trademarks and the proceeds therefrom and licensing royalties.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this instrument as of July 24, 1998.

BARNETT BANK, N.A., as Collateral Agent

By: [Signature]  
Name: DEWITT W. KING, III  
Title: SENIOR VICE PRESIDENT

Schedule A

<u>Jurisdiction</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Status</u>	<u>Owner</u>
United States	JUMBOSPORTS	75112204	Pending	Guide Series, Inc.
United States	SPORTS DEPOT	75168646	Pending	Guide Series, Inc.
United States	MACRO SPORTS	75194393	Pending	Guide Series Inc.
United States	JUMBOSPORTS (plus design)	75214031	Pending	Guide Series, Inc.
United States	JUMBOSPORTS (plus design)	75214032	Pending	Guide Series, Inc.
United States	JUMBOSPORTS (plus design)	75214033	Pending	Guide Series, Inc.
United States	JUMBOSPORTS (plus design)	75214034	Pending	Guide Series, Inc.
United States	(design only)	75241990	Pending	Guide Series, Inc.
United States	(design only)	75244795	Pending	Guide Series, Inc.
Virginia	JUMBOSPORTS (plus design)	0311	Registered	Guide Series, Inc.

\* No Patents  
\* No Copyrights