

Re: MRD 3-3-99

03-03-1999

FORM PTO-1584
(Rev. 6-93)
OMB No. 0851-0011 (exp. 4/94)

10-29-98 REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100978590

To the Honorable Commissioner of Patents and Trademarks, please return the enclosed original documents or copy thereof.

MRD 10/29/98

1. Name of conveying party(ies):

Heller Financial, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 9/25/98

2. Name and address of receiving party(ies)

Name: Hasco I.A., Limited

Internal Address: _____

Street Address: 4203 Earth City Expressway

City: Earth City State: MO ZIP: 63045

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

(See attached)

B. Trademark Registration No.(s)

(See attached)

Additional numbers attached? Yes No

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

Name: Sandra S. Rhodes

Internal Address: _____

Thompson Coburn

Street Address: One Mercantile Center #3400

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved: _____

12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

10/20/1998 INVENTEN 00000307 1061544

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 275.00 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.

Sandra S. Rhodes
Name of Person Signing

Sandra S. Rhodes
Signature

10/27/98
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1862 FRAME: 0932

Application No.

74/636,521

74/636,520

74/678,200

74/701,329

74/688,425

74/688,424

75/008,814

Registration No.

1,861,544

1,872,936

1,870,113

1,846,951

1,846,952

RELEASE

This Release granted on this 25th day of September ____, 1998, by HELLER FINANCIAL, INC., as Agent ("Agent") to HASCO I. A., LIMITED, a Delaware corporation ("Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a Security Interest in certain U.S. trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses (the "Marks") more particularly set forth on Schedule I attached hereto to secure the Obligations of the Grantor as defined in the Trademark Security Agreement between the parties dated November 14, 1995 (the "Trademark Security Agreement"); and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Marks, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses set forth on Schedule I hereto granted to the Agent by the Grantor by the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

Dated: September 25, 1998

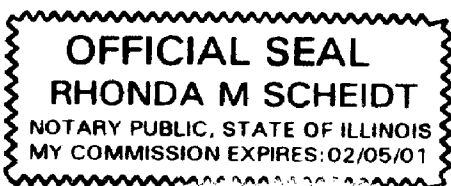
HELLER FINANCIAL, INC., as Agent

[SEAL]

By: Kelli J. O'Connell
Name: Kelli J. O'Connell
Title: AVP

State of Illinois)
) ss.
County of Cook)

On this 25th day of September, 1998, before me personally appeared Kelli J. O'Connell, to me known who, being by me duly sworn, did depose and say that (s)he is an AVP of Heller Financial, Inc., described herein and which executed the foregoing instrument and that (s)he signed his name thereto pursuant to the authority granted by Heller Financial, Inc.



Rhonda M. Scheidt
Notary Public

My Commission Expires: 2-5-2001

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT**

HASCO I. A., LIMITED

Reel/Frame: 1426/0937
Recordation: January 29, 1996

U.S. TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Family Portrait Club	1,861,544	January 21, 1994
CP Studios & Design	1,872,936	January 10, 1995
1-800- STUDIOS	1,870,113	December 27, 1994
Baby Shower	1,846,951	July 26, 1994
Family Showcase	1,846,952	July 26, 1994

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Forever Yours	74/636,521	February 21, 1995
Cradle Pictures	74/636,520	February 21, 1995
Hold on to the Moment	74/678,200	May 22, 1995
Firstwear	74/701,329	July 14, 1995
First Foto (name only) (service mark)	74/688,425	June 15, 1995
First Foto (name only) (trademark)	74/688,424	June 15, 1995
From Your Happy Home to Theirs	75/008,814	September 29, 1995