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03-12-1999



Docket No.:

100978873

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To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20540. Enclosed original documents or copy thereof.

1. Name of conveying party(ies): Heller Financial, Inc.

**MLO 3-8-99**

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

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

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

Name: Reyco Industries, Inc.

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

Street Address: PO Box 2268

City: Springfield State: MO ZIP: 65801

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

3. Nature of conveyance:

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

Execution Date: February 23, 1999

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	<u>582,666</u>
	<u>645,420</u>

Additional numbers attached?  Yes  No

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

Name: Anne F. Downey, Esq.

Internal Address: Jaeckle Fleischmann & Mugel, LLP  
12 Fountain Plaza

Street Address: 800 Fleet Bank Building  
12 Fountain Plaza

City: Buffalo State: NY ZIP: 14202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
if any deficiency  
10-0223

03/10/1999 DMGUYEN 00000071 582666

01 FC:481 40.00 DP  
 02 FC:482 25.00 DP

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.*

Anne F. Downey, Esq.      Anne Downey      3-4-99  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

## RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made as of FEBRUARY 23, 1999, by HELLER FINANCIAL, INC., as Agent, a Delaware corporation ("**Lender**").

### W I T N E S S E T H:

WHEREAS, Lender and Reyco Industries, Inc., a Delaware corporation ("**Borrower**"), were parties to a certain Trademark Security Agreement, dated as of March 4, 1997 (the "**Security Agreement**"), pursuant to which Borrower granted a security interest to Lender in, and a collateral assignment to Lender of, among other things, the Trademarks (as defined below) as security for certain obligations owing by Borrower to Lender, including the Trademarks set forth on **Exhibit A** hereto; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on March 12, 1997, in the Trademark Division at **Reel 1562, Frame 0780**; and

WHEREAS, Borrower has satisfied all obligations owing to Lender in full and has requested that Lender release its security interest in the Trademarks and Licenses and reassign the same to Borrower;

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

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:

(a) all United States and foreign trademarks, tradenames, service marks, trademark registrations, and the trademarks and applications listed on **Exhibit A** attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including, without limitation, damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, tradenames, service marks, trademark registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) any license agreement in which the Assignor is or becomes licensed to use a Trademark or the know-how of any other Person and the Trademark licenses (all the foregoing are referred to as the "**Licenses**"); and

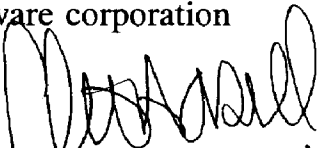
(c) the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

2. Lender hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Lender, all of Lender's right, title and interest in and to the Trademarks, and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

**[SIGNATURE PAGE FOLLOWS]**

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

**HELLER FINANCIAL, INC.,** a  
Delaware corporation

By:   
Name: Christopher A. O'Donnell  
Title: Vice President



**EXHIBIT A**

Trademark Registrations

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>COUNTRY</u>
REYCO	582,666	11/24/53	USA
REYCOLASTIC	645,420	05/14/57	USA

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE