

04-19-1999

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



101014602

### 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  Release of Grant of Security Interest

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Mercantile Business Credit, Inc.

Execution Date  
Month Day Year  
 04 06 1999

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Missouri

#### Receiving Party

Mark if additional names of receiving parties attached

Name  Big Smith Brands, Inc.

DBA/AKATA

Composed of

Address (line 1)  7100 West Camino Real

Address (line 2)  Suite 402

Address (line 3)  Boca Raton

Florida/USA

33433

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

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.)

04/15/1999 JSHBAZZ 00000036 0164216

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
300.00 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

TRADEMARK  
REEL: 1885 FRAME: 0242

**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"/>
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<input type="text" value="0437038"/>	<input type="text" value="1124742"/>	<input type="text" value="1122458"/>
<input type="text" value="0536357"/>	<input type="text" value="1132744"/>	<input type="text" value="1171354"/>

**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.

Richard L. Moss

Name of Person Signing

Richard L. Moss

Signature

4/9/99

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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

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**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)**

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SCHEDULE A

ASSIGNMENT FOR TRADEMARK REEL AND FRAME NUMBER: 1291/0056 PAGE: 1

REEL: 1291 FRAME: 0056 DATE RECORDED : 03/14/1995

NUMBER OF PAGES: 013

ASSIGNOR: BIG SMITH BRANDS, INC.

ASSIGNEE: ~~MERCANTILE BUSINESS CREDIT, INC.~~

BRIEF : TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

CORRESPONDENCE ADDRESS: RUTHANNE C. HAMMETT, ESQ.  
C/O THOMPSON & MITCHELL  
ONE MERCANTILE CENTER, #3300  
ST. LOUIS, MO 63101

SERIAL NUMBER: 71/162459	REGISTRATION NUMBER: 0164216
SERIAL NUMBER: 71/523485	REGISTRATION NUMBER: 0437038
SERIAL NUMBER: 71/532651	REGISTRATION NUMBER: 0536357
SERIAL NUMBER: 73/037672	REGISTRATION NUMBER: 1026828
SERIAL NUMBER: 73/137810	REGISTRATION NUMBER: 1124742
SERIAL NUMBER: 73/142864	REGISTRATION NUMBER: 1132744
SERIAL NUMBER: 73/154232	REGISTRATION NUMBER: 1193655
SERIAL NUMBER: 73/168356	REGISTRATION NUMBER: 1122458

PRESS XMIT LINE TO CONTINUE.

FOR A NEW SEARCH ENTER TRANSACTION CODE AND SEARCH STRATEGY HERE: 02/25/99 14:57

ASSIGNMENT FOR TRADEMARK REEL AND FRAME NUMBER: 1291/0056 PAGE: 2

REEL: 1291 FRAME: 0056 DATE RECORDED : 03/14/1995

NUMBER OF PAGES: 013

SERIAL NUMBER: 73/180803	REGISTRATION NUMBER: 1171354
SERIAL NUMBER: 73/188602	REGISTRATION NUMBER: 1123357
SERIAL NUMBER: 73/195276	REGISTRATION NUMBER: 1168466
SERIAL NUMBER: 74/801100	REGISTRATION NUMBER: 1773709
SERIAL NUMBER: 74/801718	REGISTRATION NUMBER: 1853181

ASSIGNMENTS RECORDED PRIOR TO 1/1/55 ARE NOT CONTAINED IN THIS DATA BASE.

\*\*\*LAST PAGE\*\*. ENTER 'P' HERE TO PAGE BACKWARDS:

FOR A NEW SEARCH ENTER TRANSACTION CODE AND SEARCH STRATEGY HERE: 02/25/99 14:58

**RELEASE OF GRANT OF SECURITY INTEREST**  
**IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in certain Intellectual Property (the "Agreement") is made and entered into this 9th day of April, 1999 by and between BIG SMITH BRANDS, INC., a Delaware corporation having an office at 7100 West Camino Real, Suite 402, Boca Raton, Florida 33433 ("Big Smith"), and MERCANTILE BUSINESS CREDIT, INC., a Missouri corporation having an office at 12443 Olive Boulevard, St. Louis, Missouri 63178 ("MBCI").

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

WHEREAS, MBCI has recorded with the U.S. Patent and Trademark Office a grant of security interest in specific intellectual property owned by Big Smith as listed in Schedule A (the "Intellectual Property") annexed hereto; and

WHEREAS, Big Smith has requested that MBCI release its recorded grant of security interest in the Intellectual Property, and MBCI has agreed to do so.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. MBCI hereby releases in its entirety its security interest in all of Big Smith's right, title, and interest in, to, and under the Intellectual Property, and MBCI hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by Big Smith to effectuate or evidence such release, including, but not limited to, the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law to effectuate and/or provide public notice of such release.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and any equivalent Official of any foreign country, to record this Agreement against the Intellectual Property.

3. This Agreement shall be governed by and construed in accordance with the laws of New York.

4. This Agreement may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

6. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

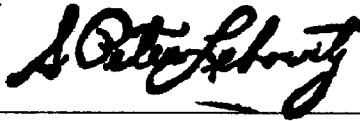


IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written, intending to be legally bound.

MERCANTILE BUSINESS CREDIT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BIG SMITH BRANDS, INC.

By:   
Name: S. Peter Lebowitz  
Title: President

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
ss.:

On this \_\_\_\_ day of April, 1999, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did say that he/she is the \_\_\_\_\_, of Mercantile Business Credit, Inc., and that the foregoing instrument was executed on behalf of Mercantile Business Credit, Inc., and \_\_\_\_\_ acknowledged the foregoing instrument to be the free act and deed of Mercantile Business Credit, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of April, 1999.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



State of State of Florida )  
County of Broward )  
ss.:

On this 7 day of April, 1999, before me personally came S. Peter Lebowitz, to me known, who being duly sworn, did say that he is the President, Chairman of the Board and Chief Executive Officer of Big Smith Brands, Inc., and that the foregoing instrument was executed on behalf of Big Smith Brands, Inc., and S. Peter Lebowitz acknowledged the foregoing instrument to be the free act and deed of Big Smith Brands, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this 7 day of April, 1999.

Susan A. Leonhardt  
Notary Public



**SUSAN A. LEONHARDT**  
My Comm Exp. **5/15/99**  
Bonded By Service Inc  
No. CC464115  
 Personally Known     Other I.D.

My Commission Expires: 5/15/99