

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is entered into as of this 11th day of May, 1999 by FLEET CAPITAL CORPORATION ("Lender"), as successor by reason of merger with SHAWMUT CAPITAL CORPORATION ("Shawmut"), which previously purchased substantially all of the assets of BARCLAYS BUSINESS CREDIT, INC. ("Barclays"), and COLE KEY CORPORATION ("Borrower").

W I T N E S S E T H :

WHEREAS, Borrower granted Barclays a security interest in certain of its tangible and intangible property pursuant to a Loan and Security Agreement, dated as of September 30, 1993, by and among Borrower, Barclays and others, and a Grant of Security Interest, dated as of September 30, 1993, by and between Borrower and Barclays (the "Security Agreement");

WHEREAS, the Security Agreement was filed on behalf of Barclays in the United States Patent and Trademark Office ("PTO") to evidence the security interest granted to Barclays;

WHEREAS, Barclays assigned all of its right, title and interest in and to the Security Agreement to Shawmut pursuant to an Assignment of Security Interest in Trademarks, dated as of January 31, 1995, recorded in the PTO on February 1, 1995 at Reel 1289 Frame 0296;

WHEREAS, Lender is the successor in interest to Shawmut by reason of merger;

WHEREAS, Borrower has requested that Lender: (a) terminate and release the liens and interests of Lender in certain Trademarks (as defined in the Security Agreement); and (b) execute and deliver evidence of such termination and release for filing in the PTO; and

WHEREAS, Borrower has fulfilled all conditions of such release and termination;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby acknowledges and agrees as follows:

TRADEMARK

"REEL: 001909 FRAME: 0781

Acknowledgment of Termination of Grant of Security Interest in Trademarks. All rights and security interests of Lender in and to the Trademarks (as defined in the Security Agreement) identified in Exhibit A attached hereto and incorporated herein by reference, recorded in the PTO on October 18, 1993 at Reel 1046 Frame 0455, have been terminated and released and are no longer in force.

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

FLEET CAPITAL CORPORATION

By: Mark D. Newlyn
Name: MARK NEWLYN
Title: S.V.P.

TRADEMARK

REEL: 001909 FRAME: 0782

EXHIBIT A

TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
RUBBER GRIP	1,611,018	August 28, 1990
COLE	1,279,617	May 29, 1984
COLE NATIONAL	1,266,863	February 14, 1984
PERSONALLY YOURS	1,135,889	May 20, 1980
SATISFACTION GUARAN-KEY	1,570,447	December 5, 1989
WHERE AMERICA SHOPS FOR KEYS	1,574,053	December 26, 1989
KEYS EXPRESS AMERICA'S KEY EXPERT	1,555,109	September 5, 1989

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On May 17, 1999, before me, Peggy L. Maas, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mark D. Newburn
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Peggy L. Maas
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Release of Security Interest in Trademarks

Document Date: May 11, 1999 Number of Pages: three

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer

Signer's Name: Mark D. Newburn

- Individual
- Corporate Officer — Title(s): Senior Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Fleet Capital Corporation

RIGHT THUMBPRINT OF SIGNER

Top of thumb here