

06-14-1999

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To the Honorable Commis

1. Name of conveying party(ies):

CIT Group/Business Credit, Inc.

mkd

6-9-99

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Release of Security Interest**

Execution Date: **June 2, 1999**

se record the attached original documents or copy thereof.

Name and address of receiving party(ies):

Name: **The Music Stand, LLC**

Internal Address:

Street Address: **100 Plaza Drive**

City: **Secaucus** State: **NJ** ZIP: **07094**

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other **Delaware limited liability company**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ N

(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,738,273

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Mary Dalton Baril, Esq.**

Internal Address: **McGuire, Woods, Battle & Boothe LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond** State: **VA** ZIP: **23219-4030**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

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40.00 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.

Mary Dalton Baril

Name of Person Signing

Mary Dalton Baril

Signature

6/4, 1999

Date

Total number of pages including cover sheet, attachments, and

6

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of June 2, 1999, is entered into between The CIT Group/Business Credit, Inc., as Administrative Agent (the "Agent") and The Music Stand, LLC (the "Obligor").

W I T N E S S E T H :

WHEREAS, each of Genesis Direct, Inc. ("Genesis Direct"), the Obligor, certain other borrowers under the Credit Agreement (as defined below) and the Agent is party to a credit agreement dated as of May 21, 1997, as amended, modified, confirmed or supplemented to the date hereof (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Obligor has granted a security interest to the Agent in certain of its tangible and intangible personal property pursuant to a Security Agreement and Mortgage - Trademarks, dated as of August 19, 1997, as amended, by and between the Obligor and the Agent (the "Trademark Security Agreement");

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

WHEREAS, in connection with Amendment No. 8 and Consent to the Credit Agreement dated as of June 2, 1999 (the "Amendment and Consent"), the Obligor has requested that the Agent (a) terminate and release the liens and interests of the Agent in all of the Obligor's trademarks and service marks and (b) execute and deliver evidence of such termination and release for filing in the PTO; and

WHEREAS, the Agent has agreed to such release and termination pursuant to and subject to the conditions of the Amendment and Consent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the agreements herein, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Credit Agreement.

Section 2. Release. The Agent hereby releases and terminates all rights and security interests in the Collateral (as defined in the Trademark Security Agreement) (which collateral is identified in Exhibit A attached hereto and incorporated herein by reference), which rights and security interests were recorded in the PTO on October 31, 1997 at Reel 1651, Frame 0581.

Section 3. Counterparts. This Release may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date first written above.

THE MUSIC STAND, LLC

By: _____
 Name: _____
 Title: _____

THE CIT GROUP/BUSINESS CREDIT, INC.

By: James Conheaney
 Name: James Conheaney
 Title: V.P.

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

On this 1st day of June, 1999, before me personally came James Conheaney, to me known, who, being by me duly sworn, did depose and say he is Vice President of The CIT Group/Business Credit, Inc., the Agent described in and which executed the above instrument.

James Robert Heed
 Notary Public

[Notarial Seal]

JAMES ROBERT HEED
 Notary Public, State of New York
 No. 30-4707864
 Qualified in Nassau County
 Commission Expires March 30, 2001

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IN WITNESS WHEREOF, the undersigned have executed this Release as of the date first written above.

THE MUSIC STAND, LLC

By: Ronald Benante
Name: Ronald Benante
Title: CFO

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this ____ day of _____, 1999, before me personally came _____, to me known, who, being by me duly sworn, did depose and say he is _____ of The CIT Group/Business Credit, Inc., the Agent described in and which executed the above instrument.

Notary Public

[Notarial Seal]

Exhibit A

<u>Recordal</u> <u>Date</u>	<u>Reel/Frame</u>	<u>Mark</u>	<u>App./Reg. No.</u>
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The Music Stand, LLC	10/31/97	1651/0581	THE MUSIC STAND & Des.	1,738,273
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