

# TRADEMARK & PATENT COUNSELORS OF AMERICA, P.C.

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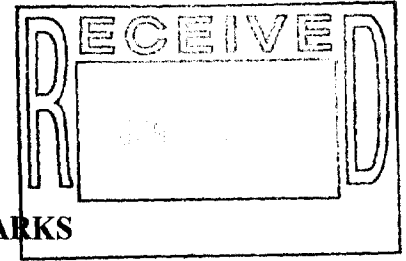
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June 14, 1999



## RECORDATION FORM COVER SHEET - TRADEMARKS

MD 6-15-99

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Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Attn: BOX ASSIGNMENTS FEE

Re: Recordal of Release of Security Interest as Against Several Trademarks  
Secured Party: Beneficial Commercial Corporation  
Trademark Owner: MAGIC MARKER INDUSTRIES, INC.  
Our Ref.: 923.001

Sir:

Please record the following information:

1. Name of conveying party(ies):

BENEFICIAL COMMERCIAL CORPORATION

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

MAGIC MARKER INDUSTRIES, INC.  
Calle Elvira Mendez y Calle 52  
Apartado 6-308  
El Dorado, Panama  
Republic of Panama

Express Mail<sup>®</sup> mailing label number ELO4483983645

Date of Deposit 6/14/99

I hereby certify that this paper or fee is being deposited with the United Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

Julio Simmons  
Julio Simmons  
(Signature of person mailing paper or fee)

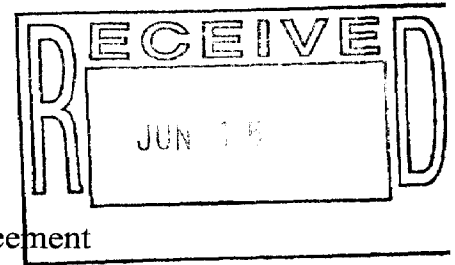
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01 FC:481  
02 FC:482

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50.00 DP

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TRADEMARK  
REEL: 001915 FRAME: 0808



3. Nature of conveyance:

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

Release of Security Interest dated December 8, 1981, recorded with U.S. Patent and Trademark Office on December 18, 1981 at Reel 0405, Frame 00874.

Execution Date: January 23, 1989

4. Trademark Registration Numbers: 641,610 712,865 884,661

5. Please address all correspondence in this matter to:

Michael J. Brown  
Trademark & Patent Counselors of America, P.C.  
915 Broadway - 19th Floor  
New York, New York 10010  
(212) 387-0247

6. Total number of applications and registrations involved: 3

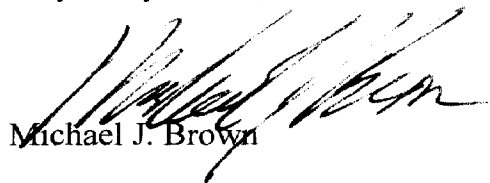
7. Total fee enclosed: \$ 90.00.

Attached is check in the amount of \$ 90.00 for the fee for recording the attached document.

The Commissioner is hereby authorized and requested to charge U.S. Patent & Trademark Office Deposit Acct. No. 20-1439 for any deficiencies in the recording fee. Attached are two additional copies of this cover sheet for charging purposes.

8. 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.

Very Truly Yours,

  
Michael J. Brown

MJB  
Enclosures

Total number of pages comprising cover sheet: 2

CROSS RECEIPT AND RELEASE

CROSS RECEIPT AND RELEASE given and effective this 23rd day of January 1989 by and between

MAGIC MARKER INDUSTRIES, INC., (formerly Doral Industries, Inc.), a Delaware corporation with offices at 467 Calhoun Street, Trenton, New Jersey 08618 ("BORROWER") and

*mm*  
*Norman*  
~~BETSOV~~ MELNICK and LIBBY MELNICK ("GUARANTORS") and

BENEFICIAL COMMERCIAL CORPORATION, a Delaware corporation with offices at 1212 Avenue of the Americas, New York, New York 10036 ("BENEFICIAL").

RECITALS

1. BENEFICIAL and BORROWER entered into a LOAN AND SECURITY AGREEMENT on the 8th day of December 1981 ("LOAN AGREEMENT"). All capitalized terms used in this CROSS RECEIPT AND RELEASE shall have the meanings ascribed to them in the LOAN AGREEMENT unless otherwise defined herein.

2. Pursuant to the LOAN AGREEMENT, BENEFICIAL loaned to BORROWER the principal amount of Five Hundred Thousand Dollars (\$500,000).

3. Pursuant to the LOAN AGREEMENT, BORROWER executed the NOTE; the MORTGAGE SUPPLEMENT; the CONDITIONAL ASSIGNMENT; GUARANTORS executed the GUARANTY; and BORROWER executed as debtor certain Financing Statements and amendments thereto on Forms UCC-1 and UCC-3, as appropriate, in favor of BENEFICIAL as Secured Party, such Financing Statements having been filed with the appropriate recording offices in the State of New Jersey on November 30, 1982; December 17, 1981, December 10, 1982 and January 20, 1983 and bearing the following file numbers;

<u>Date</u>	<u>File Number</u>
November 30, 1982	694715
December 17, 1981	653,503
December 10, 1982	9257
January 20, 1983	653,503

Such financing statements are hereinafter referred to, severally and collectively, as the "FINANCING STATEMENTS."

4. The BORROWER desires to repay all outstanding principal amounts due and payable to BENEFICIAL under the NOTE and to receive possession of the NOTE, to receive a Satisfaction of Mortgage in respect of the MORTGAGE, and to terminate the security interest of BENEFICIAL in the COLLATERAL .

5. GUARANTOR desires to be released from all obligations arising under the GUARANTY.

6. BENEFICIAL desires to receive payment in full of all outstanding amounts due and owing under the NOTE, to return to BORROWER the NOTE, and to release its security interests and rights under the LOAN AGREEMENT, the MORTGAGE SUPPLEMENT, the GUARANTY and the FINANCING STATEMENTS.

NOW, THEREFORE, in consideration of the mutual undertakings set forth hereinafter, the parties hereto hereby acknowledge and agree as follows:

1. BENEFICIAL acknowledges receipt of \$11,552.45 as payment in full of all outstanding amounts due and owing under the NOTE.

2. BORROWER acknowledges receipt of the original LOAN AGREEMENT, the original NOTE, the original GUARANTY, the original MORTGAGE SUPPLEMENT, the original CONDITIONAL ASSIGNMENT and Termination Statements on Form UCC-3 executed by BENEFICIAL terminating the security interests claimed by BENEFICIAL under the FINANCING STATEMENTS.

