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Form PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

TRAE

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Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

<p>1. Name of conveying party(ies):</p> <p>Hunter's Specialties, Inc. 6000 Huntington Court NE Cedar Rapids, Iowa 52402</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: State of Iowa <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>ReliaStar Financial Corp. (a Delaware corporation) 100 Washington Avenue South, Suite 800 Minneapolis, Minnesota 55401-2121</p> <p>Bayview Capital Partners LP (a Delaware limited partnership) 641 E. Lake Street, Suite 230 Wayzata, MN 55391</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Release of Security Interest</u> Execution Date: <u>August 3, 1999</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>

4. Application number(s) or trademark number(s):

<p>A. Trademark Application No(s).  75/437,872</p>	<p>B. Trademark Registration No(s).</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Wendy B. Mahling Faegre &amp; Benson LLP 2200 Norwest Center 90 South Seventh Street Minneapolis, Minnesota 55402</p>	<p>6. Total number of applications and registrations involved: <u>1</u></p>
<p>08/11/1999 DCORTES 00000307 75437872 01 FC:481 (40.00 DP)</p>	<p>7. Total fee (37 CFR 3.41)..... \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account for underpayment</p> <p>8. Deposit Account number: 06-0029</p>

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Wendy B. Mahling                      Wendy B. Mahling                      August 9, 1999  
Name of person signing                      Signature                      Date

Attorney Docket No.: 11524-213678  
Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

**COPY**

10-14-1998

Form PTO-1594 (Rev. 6-93) **REC**  
OMB No. 0651-0011 (exp. 4/94)



**HEET** U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

100849328

the attached original document or copy thereof

1. Name of conveying party(ies):

Hunter's Specialties, Inc.  
6000 Huntington Court NE  
Cedar Rapids, Iowa 52402

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation: State of Iowa  
 Other

*MRD 10/5/98*

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

2. Name and address of receiving party(ies): *02*

*CORPORATION*  
ReliaStar Financial Corp.  
100 Washington Avenue South  
Suite 800  
Minneapolis, Minnesota 55401-2121

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation: State of Delaware  
 Other

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: September 23, 1998

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)

4. Application number(s) or trademark number(s):

A. Trademark Application No(s). See Exhibit A                      B. Trademark Registration No(s). See Exhibit B

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

Sonia A. Shewchuk  
Faegre & Benson LLP  
2200 Norwest Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402

6. Total number of applications and registrations involved: 19

10/13/1998 TTOM11 00000188 2100586  
01 FC:481 40.00 OP  
02 FC:482 450.00 OP

7. Total fee (37 CFR 3.41)..... \$490.00

Enclosed  
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Wendy B. Mahling                      [Signature]                      October 2, 1998  
Name of person signing                      Signature                      Date

Attorney Docket No.: 11524-213678

Total number of pages including cover sheet, attachments, and document: 7

**Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231**

# TERMINATION OF PURPORTED SECURITY INTEREST

This is a Termination of Purported Security Interest, effective as of August 3, 1999, executed by ReliaStar Financial Corp., a Delaware corporation ("ReliaStar") and Bayview Capital Partners LP ("Bayview" and collectively with ReliaStar, the "Secured Parties"), confirming and ratifying that no security interest in the Trademark (defined below) was granted to the Secured Parties by Hunter's Specialties, Inc., an Iowa corporation (the "Borrower").

## Recitals

WHEREAS, the Borrower purported to grant to ReliaStar a security interest in the Trademark (the "Security Interest") as evidenced by the Trademark Security Agreement between the Borrower and ReliaStar dated as of September 11, 1998 and recorded on October 5, 1998, at Reel 1801, Frame 0369 (the "Security Agreement").

WHEREAS, the Security Agreement, was amended and restated to evidence the existence and facilitate the perfection of the Security Interest in the Trademark in favor of Bayview and to reaffirm the existence and perfection of the Security Interest in the Trademark in favor of ReliaStar as evidenced by the Amended and Restated Trademark Security Agreement among the Borrower and the Secured Parties effective as of January 15, 1999 and recorded on January 26, 1999 at Reel 1843, Frame 0529 (the "Restated Security Agreement");

WHEREAS, the Trademark is not owned by the Borrower;

NOW, THEREFORE, in consideration of these premises, the parties agree as follows:

1. Definitions. The following term has the meaning set forth below:

"Trademark" means all right, title and interest in and to the mark, its registration and the respective goodwill associated with the mark for the following registration:

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Lemon Lustre	75/437,872	2120198

2. Termination of Security Interest. The Secured Parties hereby ratify and confirm that no security interest was created by the Security Agreement or the Restated Security Agreement in the Trademark. Moreover, the Second Parties hereby terminate all of the Secured Parties' Security Interest in the Trademark if any, including, but not limited to, all renewals thereof.

3. Revocation of Secured Parties' Rights. All of the rights purported to be granted by the Borrower to the Secured Parties in the Security Agreement and Restated Security Agreement are hereby revoked with respect to the Trademark.

IN WITNESS WHEREOF, the Lender has caused this Termination of Purported Security Interest to be effective from and after the date first mentioned above.

RELIASTAR FINANCIAL CORP.

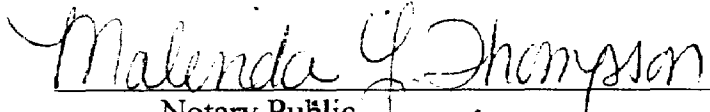
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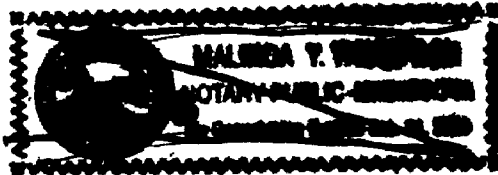
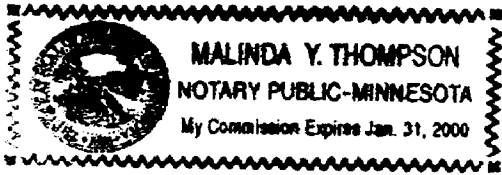
Its: 

*Senior Vice President*

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

On this 2nd day of August, 1999, before me personally appeared Mark Jordahl, to me personally known, who being by me duly sworn says that he/she is the agent of RELIASTAR FINANCIAL CORP., duly authorized to execute this instrument for RELIASTAR FINANCIAL CORP. and that said execution was the free act and deed of RELIASTAR FINANCIAL CORP.

  
Notary Public



BAYVIEW CAPITAL PARTNERS LP

By: Bayview Capital Management LLC

Its: By: General Partner

By: Cary Musech

Its: Managing Director

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

On this 3 day of August, 1999, before me personally appeared Cary Musech, to me personally known, who being by me duly sworn says that he/she is the agent of BAYVIEW CAPITAL PARTNERS LP, duly authorized to execute this instrument for BAYVIEW CAPITAL PARTNERS LP and that said execution was the free act and deed of BAYVIEW CAPITAL PARTNERS LP.

Janice L Volney  
Notary Public

MI 512227.01



## TRADEMARK SECURITY AGREEMENT

This is a Trademark Security Agreement for a security interest in trademarks of Hunter's Specialties, Inc., a corporation of the State of Iowa (BORROWER), having a principal place of business at 6000 Huntington Court, N.E., Cedar Rapids, Iowa 52402 in favor of ReliaStar Financial Corp. (together with its successors and assigns, SECURED PARTY) having a principal place of business at 100 Washington Square, Suite 800, Minneapolis, Minnesota 55402, having an effective date as of September 11, 1998.

### RECITALS

WHEREAS, BORROWER owns one or more certain trademarks, registrations, and applications for registration, all as set forth on Schedule A attached hereto and made a part hereof, and

WHEREAS, BORROWER is or in the future may be indebted to SECURED PARTY in the amount of certain obligations specified in a separate security agreement between BORROWER and SECURED PARTY dated September 11, 1998; and

WHEREAS, BORROWER has developed goodwill and acquired all ownership rights, title and interest in and to the trademarks set forth on Schedule A; and

WHEREAS, the parties hereto desire to evidence the existence and facilitate the perfection of a security interest in said trademarks;

NOW THEREFORE, in order to secure said obligations, including all interest due under the separate security agreement referred to above, and all covenants and agreements of BORROWER herein and therein, and for other good and valuable consideration, the receipt of which by BORROWER is hereby acknowledged, BORROWER hereby creates a security interest in all trademarks and associated goodwill of BORROWER and licenses thereunder, presently existing or hereafter arising.

BORROWER represents and warrants that the trademarks listed in Schedule A hereto comprise all United States registered trademarks owned or controlled by BORROWER as of the effective date hereof and that Schedule A accurately reflects the existence and status of registrations pertaining to said trademarks as of the effective date hereof and that there are no other security interests, liens or claims against said trademarks as of the effective date hereof other than those specified in the security agreement referred to above.

BORROWER covenants that, during the existence of this Trademark Security Agreement, BORROWER will at its own expense protect, defend and maintain said trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations, and if BORROWER fails to do so, SECURED PARTY may do so at BORROWER'S expense, and BORROWER hereby agrees to reimburse SECURED PARTY in full for all expenses, including reasonable attorneys' fees, incurred by SECURED PARTY in protecting, defending and maintaining said trademarks. BORROWER further covenants that it will not abandon any trademark, registration or application listed in Schedule A without first providing SECURED PARTY sufficient notice to allow SECURED PARTY to avoid such abandonment.

In the event of default by BORROWER with respect to this Trademark Security Agreement or the security agreement referred to above, SECURED PARTY may, at its option, exercise any or all of the following rights: (a) SECURED PARTY may exercise any remedies available under the security agreement referred to above; (b) SECURED PARTY may exercise all rights and remedies available under the Uniform Commercial Code, as then in effect in any jurisdiction, or under any applicable law; (c) SECURED PARTY may sell, assign, transfer, pledge, encumber or otherwise dispose of the trademarks listed in Schedule A together with the respective goodwill thereof; and (d) SECURED PARTY may enforce the trademarks listed in Schedule A, and any licenses thereunder, and if SECURED PARTY shall commence any suit for such enforcement, BORROWER shall, at

the request of SECURED PARTY, do any and all lawful acts and execute any and all proper documents required by SECURED PARTY in aid of such enforcement. For the purposes of this paragraph, BORROWER appoints SECURED PARTY as BORROWER'S attorney with the right, but not the duty, to endorse BORROWER'S name on all applications, documents, papers and instruments necessary for SECURED PARTY to enforce or use the trademarks listed on Schedule A together with the associated goodwill thereof or to grant or issue any exclusive or non-exclusive license under said trademarks to any third party, or necessary for SECURED PARTY to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of said trademarks and the respective goodwill thereof to any third party. BORROWER hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Trademark Security Agreement, and until all obligations secured hereby are fully paid or satisfied. BORROWER shall reimburse SECURED PARTY for attorneys' fees and expenses of all types incurred by SECURED PARTY, or its counsel, in connection with the exercise of the rights of SECURED PARTY under this paragraph, together with interest thereon from the date or dates the same were incurred at the rate or rates applicable under the separate security agreement referred to above.

Upon full payment or satisfaction of all obligations secured hereby, this Trademark Security Agreement, and the rights granted hereunder to SECURED PARTY, shall be completely and immediately terminated by a written termination statement executed by SECURED PARTY to the effect that SECURED PARTY no longer claims a security interest under this Trademark Security Agreement or otherwise in the trademarks listed on Schedule A.

BORROWER shall be permitted to control and manage the trademarks listed in Schedule A including the right to use and enforce rights associated with trademarks listed in Schedule A and to receive and use the income, revenue, profits, and royalties which may arise from the use of said trademarks and any licenses thereunder, in the same manner and



with the same effect as if this Trademark Security Agreement had not been entered into so long as BORROWER remains current in repaying the indebtedness secured hereunder and is not in default of this Trademark Security Agreement nor the separate security agreement referred to above.

IN WITNESS WHEREOF, BORROWER has executed this Trademark Security Agreement this 23<sup>rd</sup> day of September, 1998.

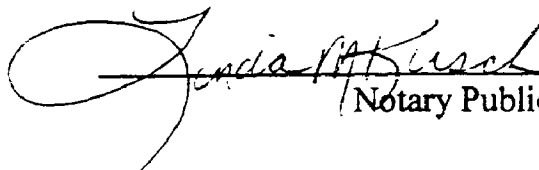
HUNTER'S SPECIALTIES, INC.  
(BORROWER)

By: David R. Forbes  
Print Name: David R. Forbes  
Title: President

MI 415533 02

STATE OF Ohio )  
 ) ss.  
COUNTY OF Lucas )

On this 73rd day of September, 1998, before me personally appeared David R Furbas to me personally known who being by me duly sworn says that he is the agent of BORROWER duly authorized to execute this instrument for BORROWER and that said execution was the free act and deed of BORROWER.

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

MI:415533.02

**SCHEDULE A**  
**REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
<u>HUNTER'S SPECIALTIES</u>	2,100,582	9/30/97
FRESH SCRAPE	2,083,068	7/29/97
BUNSAVER	1,980,511	6/18/96
H.S. STRUT, STRUT, STRUT	1,905,372	7/18/95
SUPREME SIGNATURE	1,891,221	4/25/95
HUNTER'S HEAD LOGO	1,888,140	4/11/95
H.S. SCENTS	1,887,171	4/4/95
SCENTWICKS	1,877,719	2/7/95
PRIMETIME	1,863,805	11/22/94
FOR SPORTSMEN. BY SPORTSMEN	1,703,467	7/28/92
H.S. CAMO	1,697,787	6/30/92
H.S. STRUT	1,398,670	6/24/86
BOW FLAGE	1,186,302	1/19/82
CAMO COMPAC	1,167,933	9/8/81

**APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
SMELL INVISIBLE*	75/420,171	1/20/98
CORNFIELD STUBBLE	75/437,872	5/19/98
LIP BUGLE	75/445,992	3/6/98
LIP BUGLER	75/478,773	5/4/98
TRUE TALKER	75/470,449	4/20/98

The above applications are all "Intent to Use" applications except "Cornfield Stubble".

\*Statement of Use has been filed on "Smell Invisible".

MI 415533.05