

08-25-1999



8-20-99

RECORDED COVER SHEET
101125708
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 Termination and Release

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Nationscredit Commercial Corporation

08181999

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization North Carolina

Receiving Party

Mark if additional names of receiving parties attached

Name M&R Marking Systems, Inc.

DBA/AKATA

Composed of

Address (line 1) 100 Springfield Avenue

Address (line 2)

Address (line 3) Piscataway

City

New Jersey

State/Country

08855-6969

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.)

08/24/1999 MTHA11 00000235 1957332

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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: 001946 FRAME: 0950

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"/>	<input type="text" value="1,957,332"/>	<input type="text" value="1,898,872"/>	<input type="text" value="1,505,821"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,456,184"/>	<input type="text" value="1,320,628"/>	<input type="text" value="1,328,065"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Arnold P. Lutzker, Esq.

8/22/99

Name of Person Signing

Signature

Date Signed

**TERMINATION AND RELEASE
(TRADEMARK SECURITY AGREEMENT)**

dated as of August 18, 1999, by
**NATIONSCREDIT COMMERCIAL
CORPORATION**, as agent for the Lenders
referred to below and having a place of business at
187 Danbury Road, Wilton, Connecticut 06897-
4079 (together with its successors and assigns, the
"Agent").

M&R Marking Systems, Inc. (formerly known as M&R Acquisition Corp.), a Delaware corporation having a place of business at 100 Springfield Avenue, Piscataway, New Jersey 08855-6969 (together with its successors and assigns, "M&R"), is the owner of (i) each trademark, trademark registration, trademark application and trademark license listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application listed on Schedule I and each trademark licensed pursuant to any of the trademark licenses listed on Schedule I, and (ii) all products and proceeds of the foregoing, including, without limitation, any cause of action against any third party for past, present or future infringement of, or injury to the goodwill associated with, any of the foregoing trademarks, trademark registrations, trademark applications or licensed trademarks (collectively, the "Trademark Collateral").

M&R is a party to the Credit Agreement dated as of May 7, 1996 and amended as of November 25, 1997, August 24, 1998, and May 10, 1999 (as further amended and in effect on the date hereof, the "Credit Agreement"), to which M&R Holding Corporation, the lenders referred to therein (the "Lenders"), and the Agent (together with the Lenders, the "Secured Parties") are also parties. In order to secure its obligations under the Credit Agreement and the other documents contemplated by the Credit Agreement, M&R has granted to the Secured Parties a security interest in substantially all of its assets pursuant to the Security Agreement dated as of May 7, 1996 (in effect on the date hereof, the "Security Agreement"). In conjunction therewith, M&R has also granted to the Secured Parties a security interest in all of the Trademark Collateral pursuant to the Trademark Security Agreement dated as of May 7, 1996 (in effect on the date hereof, the "Trademark Security Agreement"; and together with the Security Agreement, the "Agreements").

The Secured Parties desire to confirm and record that the Agreements and all of the rights of the Secured Parties thereunder have terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Secured Parties hereby agree as follows:

1. The Secured Parties hereby (i) confirm and agree that each Agreement is hereby terminated in its entirety, and that no party thereto shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under such Agreement, (ii) certify that no security interest is claimed by the Secured Parties, or any of them, in the Trademark Collateral, and (iii) release the Trademark Collateral to M&R.

2. The Secured Parties hereby consent to the recordation of this Termination and Release (Trademark Security Agreement) by M&R with the Commissioner of Patents and Trademarks and any appropriate federal or state agency, and grants to the law offices of Cohen & Grigsby, P.C. of Pittsburgh, Pennsylvania, U.S.A., and its agents, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation before the trademark offices of any country in the world.

* * *

IN WITNESS WHEREOF, the Secured Parties have caused this Termination and Release (Trademark Security Agreement) to be duly executed as of the date first written above.

NATIONSCREDIT COMMERCIAL CORPORATION, as Agent

By: James F. Graue
James F. Graue
Vice President

[Seal]

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

On the _____ day of August, 1999 before me personally came James F. Graue to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of NationsCredit Commercial Corporation, who being by me duly sworn, did depose and say that he resides at 400 East 70th Street, No. 108, New York, NY 10021; that he is Vice President of NationsCredit Commercial Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Eric S. Piasta
Notary Public

Notary Public, State of NEW YORK

My commission expires:

ERIC S. PIASTA
NOTARY PUBLIC, State of New York
No. 02PI6001432
Qualified in New York County
Commission Expires Jan. 12, 2000

Schedule 1

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Application No./ Registration No.</u>	<u>Holder of Record</u>
IDEAL (for film)	U.S.	1,957,332	NationsCredit, as Agent, pursuant to Trademark Security Agreement dated May 7, 1996
Self-Inking Stamp Design	U.S.	1,898,872	NationsCredit, as Agent, pursuant to Trademark Security Agreement dated May 7, 1996
MINI	U.S.	1,505,821	NationsCredit, as Agent, pursuant to Trademark Security Agreement dated May 7, 1996
IDEAL	U.S.	1,456,184	NationsCredit, as Agent, pursuant to Trademark Security Agreement dated May 7, 1996
ROYAL MARK	U.S.	1,320,628	NationsCredit, as Agent, pursuant to Trademark Security Agreement dated May 7, 1996
Design Only	U.S.	1,328,065	NationsCredit, as Agent, pursuant to Trademark Security Agreement dated May 7, 1996