

9-30-99

FORM PTO-1618A  
Expires 06/30/99  
OMB0651-0027

10-04-1999

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



ET

101160657

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  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
5/14/99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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.)

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

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**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name N/A

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

99 SEP 30 11:22

**Correspondent Name and Address**

Area Code and Telephone Number (919) 286-8000

Name Mark H. Webbink

Address (line 1) Moore & Van Allen, PLLC

Address (line 2) 2200 West Main Street

Address (line 3) Suite 800

Address (line 4) Durham, NC 27705-4658

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 7

**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)

			<u>1,515,012</u>		

**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed  Deposit Account   
(any deficiency)  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 13-4365

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.

Mark H. Webbink

Name of Person Signing

[Signature]  
Signature

9/28/99

Date Signed

**RELEASE OF TRADEMARK SECURITY AGREEMENT**

This Release is made as of this 14<sup>th</sup> day of May, 1999, by FIRST SOURCE FINANCIAL LLP, an Illinois limited liability partnership ("FSFP"), in its capacity as agent ("Agent") for itself as a lender and all other lenders, having an office at 2850 West Golf Road, 5th Floor, Rolling Meadows, Illinois 60008 in favor of HERR MANUFACTURING COMPANY, a Pennsylvania corporation ("Herr"), having an office at 2001 Lower Road, Linden, New Jersey 07036.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agent, for the benefit of Herr, hereby unconditionally and expressly releases, terminates and extinguishes all liens and security interest it may have upon and reassigns, transfers and conveys to Herr any and all right, title and interest in and to (a) all now owned or existing or hereafter arising trademarks, registrations of trademarks and applications for registration, including any of the foregoing listed on Schedule A attached hereto and all renewals thereof (b) all goodwill connected with and symbolized by any of the foregoing and (c) all other collateral in which liens and security interests were established under and pursuant to that certain Agreement (Trademark) dated as of February 26, 1999, and recorded with the United States Patent and Trademark Office . FSFP agrees that it will execute all such further documents as may be reasonably requested by Herr to carry out the transactions contemplated hereunder.

This Release shall be binding upon Agent's legal representatives, assigns and successors.

FIRST SOURCE FINANCIAL LLP,  
an Illinois registered limited liability  
partnership

By: First Source Financial, Inc.

By: *Ma S. Ault*  
Name: *Maureen S. Ault*  
Title: *Vice President*

Acknowledged and agreed:

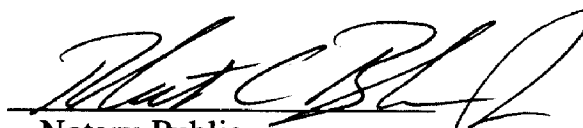
HERR MANUFACTURING COMPANY.,  
a Pennsylvania corporation

By: *James P. Moscica*  
Name: *JAMES P. MOSCICA*  
Title: *Executive Vice President*

STATE OF Illinois )  
 ) SS:  
COUNTY OF Cook )

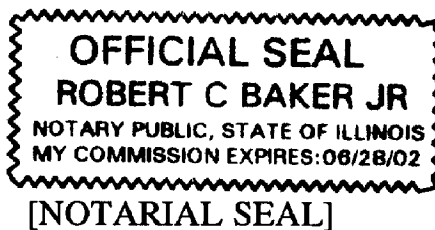
I, Robert C. Baker Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Margaret S. Ault, personally known to me to be Vice President of FIRST SOURCE FINANCIAL, INC, an Illinois limited liability partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing Release, appeared before me this day in person and acknowledged that he signed and delivered the said Release as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 14th day of May, 1999.

  
Notary Public

My commission expires:

6/28/02



**SCHEDULE A**

**RELEASE OF TRADEMARKS**

**U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
MAJESTIC PREMIER	1,515,012	07/03/89

**U.S. PENDING TRADEMARK APPLICATIONS**

NONE

**TRADEMARK APPLICATIONS IN PREPARATION**

NONE

**TRADEMARK LICENSES**

1. License Agreement dated November 4, 1989 between Herr Manufacturing Company and Serta, Inc. covering certain territories in Pennsylvania, New York and New Jersey as amended.