

MRD 10-22-99

10-25-1999



HEET

Y

To the Honorable Commission

101181138

Box Assignment, Washington, D.C. 20231

attached original documents or copy thereof.

1. Name of conveying party(ies):

COAST BUSINESS CREDIT, a division of Southern Pacific Bank

- Individual(s)
 - General Partnership
 - Corporation-California
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

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

Name: BOONE INTERNATIONAL, INC.

Internal Address: _____

Street Address: 229 North Sherman Ave.

City Corona State CA ZIP 91720

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-California _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination, Release and Reassignment of Security Interest in Trademarks

- Merger
- Change of Name

Execution Date: October 13, 1999

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

A. Trademark Application No.(s) See attached sheets.

B. Trademark registration No.(s) See attached sheets.

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006

Attn.: David C. Lee

File No.: 6050-129-999

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41):.....S 315.00

Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.

8. Deposit account number: 16-1150

DO NOT USE THIS SPACE

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.

David C. Lee

Name of Person Signing Reg. No.

Signature

Oct. 22, 1999

Date

Total number of pages comprising cover sheet: 7

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

10/25/1999 DCOATES 00000023 161150 75447144

01 FC:481 40.00 CH
02 FC:482 275.00 CH

Continuation of 4A:

Trademark Applications

Mark	Serial No.
CLIP-ON	75/447,144
RE-DO-ABLES	75/613,370
A LEADER IN DRY ERASE	75/637,618
SCREAMERS	75/637,617
LEADERS IN DRY ERASE	75,661,925

DC1 - 235403.1

Continuation of 4B:

Trademark Registrations

Mark	Reg. No.
BULLETIN BOARDER	2,115,424
EASY UPDATE	2,169,610
BULLETIN BOARDER	2,037,460
GRAND CENTRAL	2,057,837
BOONE	1,786,726
BOONE & Design	1,772,666
EVERLASTING	1,898,863

DC1 - 235403.1

**TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTERESTS IN TRADEMARKS, COPYRIGHTS AND PATENTS**

Reference is made to that certain Intellectual Property Security Agreement, dated as of July 31, 1998 (the "Security Agreement"), between Boone International, Inc., a California corporation ("Borrower"), and COAST BUSINESS CREDIT, a division of Southern Pacific Bank ("COAST"), a California corporation, pursuant to which Borrower assigned COAST a continuing security interest in all then existing and thereafter acquired or arising Collateral as security for the prompt payment and performance of Borrower's obligations and liabilities owing to COAST under that certain Loan and Security Agreement, dated February 7, 1996 (the "Loan Agreement"). Capitalized terms used herein and not otherwise defined in this Termination, Release and Reassignment of Security Interest in Trademarks, Copyrights and Patents (this "Termination") shall have the definitions ascribed thereto in the Security Agreement.

1. COAST hereby acknowledges that, as of the date hereof, all of Borrower's obligations to COAST secured by the Collateral have been satisfied in full.

2. COAST hereby assigns, conveys, grants, transfers and releases, without recourse, representation or warranty whatsoever, to Borrower all rights, title and interest in and to all the Collateral, and COAST shall execute and deliver to Borrower, at no cost to Coast, all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interest granted by Borrower under the Security Agreement as are reasonably requested by Borrower, in form and substance reasonably satisfactory to Borrower, and to re-vest in Borrower all of COAST'S rights in and to the Collateral, including, but not limited to (i) those letters of patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters of patent of the United States or any other country, including all existing United States patents and patent applications, including all licenses therefor held by Borrower, including, without limitation, those listed on Schedule A hereto, and the rights to all license royalties thereon and the right to recover for all past, present and future infringement or unauthorized use thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto and subject to all existing license agreements with respect thereto and (ii) but not limited to those state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, including all licenses therefor held by Borrower, and all applications filed or to be filed in connection therewith, including, without limitation, those listed on Schedule A hereto, and the right to recover for all past, present and future infringement or unauthorized use thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and all extensions thereof, all improvements thereon, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto and subject to all existing license agreements with respect thereto.

3. COAST hereby agrees and confirms that the filing of the Security Agreement with the United States Patent and Trademark Office is canceled and terminated.

IN WITNESS WHEREOF, the undersigned has executed this Termination as of October 13, 1999.

COAST BUSINESS CREDIT, a California corporation.

By: Bay Fehner
Name: BAY FETNER
Title: EVP

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 13, 1999 before me, Stephanie T. Prause, a Notary Public, appeared Bay Fehner personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within Termination and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Termination, the entity upon behalf of which the person acted, executed the Termination.

WITNESS my hand and official seal.

Stephanie T. Prause
Notary Public

Stephanie T. Prause
Name (Typed or Printed)



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Schedule A

**STATUS REPORT - BOONE INTERNATIONAL, INC.
Patents/Design Patents**

Docket No.	Title	Inventor(s)	Filing Date	Serial No.	Patent No.	Issue Date
208/187	Combination Bulletin and Dry-Erase Message Board	Michael K. Boone Bradley C. Davis Brett R. Moody	12/22/94	08/363,649	5,527,568	06/18/96
208/192	Dry-Erase Board with Paper Pocket	Michael K. Boone Brett R. Moody	01/04/95	29/033,225	Des.371,806	07/16/96
216/016	Bulletin Board and Accessory Attaching Mechanism	Bradley C. Davis Michael K. Boone	09/11/95	08/526,707	5,658,635	08/19/97
218/005	Dry-Erase Board (Design)	Michael K. Boone Brett R. Moody	01/26/96	29/049,522		
221/110	Combination Bulletin and Dry-Erase Message Board	Michael K. Boone Bradley C. Davis Brett R. Moody	09/20/96	08/717,124		
223/184	Bulletin Board Accessory Attaching Mechanism - (Edge Joiner)	Bradley C. Davis Michael K. Boone	06/17/97	08/877,280		
225/243	Message Board Eraser, Eraser Holder, and Attaching Mechanism	Bradley C. Davis Michael K. Boone	06/17/97	08/877,617		
225/244	Bulletin Board Accessories and Accessory Attaching Mechanism - (Multi-Purpose Hook)	Bradley C. Davis Michael K. Boone	06/17/97	08/877,615	5,910,351	06/08/99
225/245	Bulletin Board Mail Holder, and Mail Holder Attaching Mechanism	Bradley C. Davis Michael K. Boone	06/17/97	08/877,616		
225/246	Bulletin Board Notebook Holder and Notepad Holder Attaching Mechanism	Bradley C. Davis Michael K. Boone	06/17/97	08/877,544		
225/247	Bulletin Board Accessories and Accessory Attaching Mechanism - (Photo Grip)	Bradley C. Davis Michael K. Boone	06/17/97	08/877,279	5,928,756	07/27/99

235/020	Computer Monitor Apron	Bradley C. Davis Ronald D. Cook	03/29/99	09/282,000		
200/291	DESK		01/27/93	74/352,955		
201/103	EVERLASTING	Boone International	04/02/93	74/376,085	1,898,863	06/13/95
201/280	Miscellaneous Design		05/20/93	74/393,366		
203/304	BOONE	Boone International	08/31/92	74/309,060	1,786,726	08/10/93
203/304-CAN Canada	BOONE	Boone International	06/21/94	757,322	444,790	06/30/95
203/304-MEX Mexico	BOONE	Boone International	03/09/95	226,611	491,368	05/11/95
204/001	BOONE & Design	Boone International	08/31/92	74/309,061	1,772,666	05/18/93
204/002-CAN Canada	BOONE BOARD	Michael K. Boone	01/08/85	75,692		
207-236	BULLETIN BOARDER	Boone International	06/08/94	74/535,815	2,037,460	02/11/97
209/220	GRAND CENTRAL	Boone International	10/07/94	74/583,428	2,057,837	04/29/97
216/132	SNAP	Boone International	11/09/95	75/017,216		
220/135	BULLETIN BOARDER	Boone International	06/03/96	75/113,117	2,115,424	11/25/97
226/060	EASY UPDATE	Boone International	06/19/97	75/311,726	2,169,610	06/30/98
232/259	CLIP-ON	Boone International	03/09/98	75/447,144		
239/069	RE-DO-ABLES	Boone International	12/29/98	75/613,370		
240/028	A LEADER IN DRY ERASE	Boone International	02/08/99	75/637,618		
240/029	SCREAMERS	Boone International	02/08/99	75/637,617		
241/015	LEADERS IN DRY ERASE	Boone International	03/17/99	75/661,925		