

MPS 11-1-99

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OMB 0651-0027

11-02-1999



101189462

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

RECORDATION FORM COVER SHEET 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

Change of Name

Other

Effective Date
Month Day Year

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 Corporation Association

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.)

FOR OFFICE USE ONLY

11/03/1999 MTHAI1 00000014 958042

01 FC:481
02 FC:482 (40.00 OP
100.00 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: 001983 FRAME: 0133

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="958,042"/>	<input type="text" value="1,320,094"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,283,484"/>	<input type="text" value="1,448,698"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,324,383"/>	<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.

TERESA A. BEAUFIT

Teresa A. Beaufait

10/27/99

Name of Person Signing

Signature

Date Signed

**TERMINATION AND RELEASE OF
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

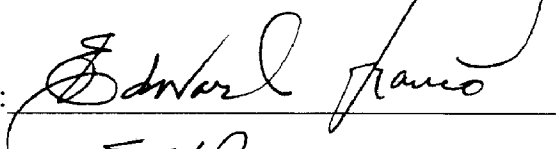
THIS TERMINATION AND RELEASE is made this 5th day of October, 1999 by and between SEAWAY IMPORTING COMPANY, a Nebraska corporation ("Debtor"), having its chief executive office at 8800 F Street, Omaha, Nebraska 68127 and CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation, in its capacity as agent for itself and BA Business Credit Inc. ("Secured Party"), having an office at 1201 Main Street, Dallas, Texas 75250.

A. As collateral security for certain obligations, pursuant to a Trademark Collateral Assignment and Security Agreement dated March 30, 1993 (the "Trademark Security Agreement") and recorded in the Patent and Trademark Office at Reel 0940 Frame 0782, Debtor granted Secured Party a security interest and general lien in and assigned to Secured Party all of Debtor's interest in the Collateral (as defined in the Trademark Security Agreement), which Collateral included without limitation those trademarks and service marks described in Exhibit A hereto.

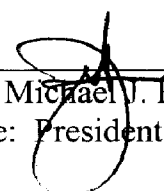
B. The obligations secured by the Trademark Security Agreement have been paid and satisfied in full, except as otherwise provided in the Release Agreement dated as of August 31, 1999, among Debtor, Secured Party, and the other parties thereto. The Debtor and Secured Party desire to execute and deliver this Termination And Release to evidence the termination of the Trademark Security Agreement, Secured Party's release of the security interest and general lien granted by the Trademark Security Agreement, and Secured Party's reconveyance to Debtor of Secured Party's entire right, title and interest in the Collateral.

THEREFORE, in consideration of the payment and satisfaction in full (except as referred to above) of the obligations secured by the Trademark Security Agreement, the Debtor and Secured Party hereby terminate the Trademark Security Agreement, Secured Party hereby terminates and releases the security interest and general lien in the Collateral granted by the Trademark Security Agreement, and Secured Party reconveys to Debtor the Secured Party's entire right, title and interest in the Collateral.

CONGRESS FINANCIAL CORPORATION
(SOUTHWEST), as Agent

By: 
Title: SVP

SEAWAY IMPORTING COMPANY

By: 
Michael J. Hopkins
Title: President

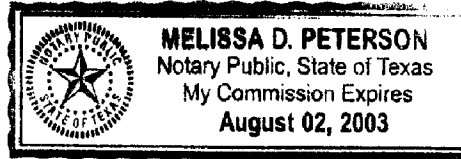
STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 5th day of October, 1999,
by EDWARD FRANCO, SR VICE PRES of Congress Financial Corporation (Southwest), as
Agent, Secured Party.

Melissa D. Peterson
Notary Public

My Commission Expires:

8-2-03



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of October, 1999,
by Michael J. Hopkins, President of Seaway Importing Company, Debtor.

Gretchen V. Rorebeck
Notary Public

My Commission Expires:

Dec 1, 1999

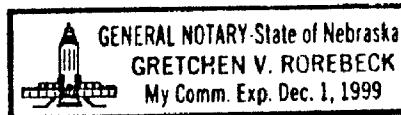


EXHIBIT A

LIST OF TRADEMARKS AND APPLICATIONS

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Storm Pruf	958,042	May 28, 1974
Tube for Sport	1,283,484	June 26, 1984
Pacer	1,324,383	March 12, 1985
Seaway (service mark)	1,320,094	February 12, 1985
Sport Torpedo	1,448,698	July 21, 1987