

11-26-1999



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MRD 11/15/99

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

Execution Date
Month Day Year

Name

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 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

11/24/1999 BNGUYEN 00000168 1826041

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 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: 001992 FRAME: 0046

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)

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.

Lora A. Moffatt



November 4, 1999

Name of Person Signing

Signature

Date Signed

**RELEASE OF SECURITY INTEREST AND
COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND
OTHER INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE OF SECURITY INTEREST AND COLLATERAL

ASSIGNMENT of patents, trademarks and other intellectual property collateral, dated as of Nov. 1, 1999, by GENERAL ELECTRIC CAPITAL CORPORATION (the "Lender"), grants a release of security interest and collateral assignment to SAFAS CORPORATION (the "Grantor") as follows:

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into various commercial credit relationships, including, but not limited to, loan and credit agreements recorded in the U.S. Patent & Trademark Office on December 7, 1994, at Real and Frame No. 7254/33 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Loan Agreement and other commercial credit relationships granted to Lender a security interest in certain of the Grantor's assets, including, without limitation, certain patents, trademarks, and other intellectual property collateral described in the Loan Agreement which descriptions are incorporated herein;

WHEREAS, pursuant to the Loan Agreement, the Grantor has fulfilled all obligations and commitments and requested that Lender agree to release any and all interest it may have in the patents, trademarks and other intellectual property collateral of the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Lender agrees as follows:

1. Lender hereby releases, sells, assigns, transfers and sets over the entire right, title and interest in all of the Grantor's patents and patent applications (Patents) and trademarks and service marks (Trademarks) and all other intellectual property collateral including those Patents and Trademarks listed in Schedule A attached hereto, including all goodwill relating thereto, and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of Lender with respect to the Patents, Trademarks and other intellectual property collateral arising from the Loan Agreement and any other commercial credit relationships, or otherwise.

2. This RELEASE of security interest and collateral assignment has been executed and delivered by Lender for the purpose of releasing, removing, or otherwise eliminating the security interest and collateral assignment of Lender in the Patents, Trademarks and other intellectual property collateral that have been filed with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world.

3. A true and correct copy of the list of all Patents and Trademarks is attached hereto as Schedule A.

4. Lender has a continuing obligation to sign all agreements, documents, or otherwise, necessary to carry out this Agreement and the obligations herein.

GENERAL ELECTRIC CAPITAL CORPORATION

By: Jonathan Sprole
Title: Dept Operations Manager

Connecticut
STATE OF ~~NEW YORK~~)
Fairfield) ss.:
COUNTY OF ~~NEW YORK~~)

On this 1st day of NOVEMBER, 1999, before me, a Notary Public, personally appeared JONATHAN SPROLE, to me known and known to me to be the DEPT. OPERATIONS MANAGER GE CAPITAL CORPORATION, who signed the foregoing instrument, (RELEASE OF SECURITY INTEREST AND COLLATERAL ASSIGNMENT of Patents, Trademarks and other collateral), and he/she acknowledged the same to be his/her free act and deed.

Miri L. Safian
NOTARY PUBLIC

MIRI L. SAFIAN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2003

152046

SCHEDULE A

Patents

U.S. Patent No. 5,304,592

U.S. Patent No. 5,465,544

U.S. Patent No. 5,476,895

U.S. Patent No. 5,688,602

U.S. Patent No. 5,504,126

PCT 93/08993

PCT 93/09170

Trademarks

GRAINCOAT Reg. No. 1,826,041

EVERSTONE Reg. No. 2,119,572

SAFAS & Design Reg. No. 1,994,440