

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-19-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

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1/5/00



REC

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Our Ref.: 40198-0141

101246591

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 Security Interest Release
- Effective Date
Month Day Year
December 30, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name TNI Funding Company, L.L.C.

Execution Date
Month Day Year
December 30, 1999

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

Receiving Party

Mark if additional names of receiving parties attached

Name TNI Funding I, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 11900 Biscayne Boulevard

Address (line 2) North Miami, FL 33181

Address (line 3) _____

- 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 Delaware

01/19/2000 DCOATES 00000020 2148759

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

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 (212) 309-6988

Name Kerry A. Krzynowek, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, NY 10178

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

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers are 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)

2,148,759
1,809,170
1,571,290
1,579,363

Number of Properties Enter the total number of properties involved. 4

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 115

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: 13-4520

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.

Kerry A. Krzynowek
Name of Person Signing

Kerry A. Krzynowek
Signature

1/3/2000
Date Signed

CONVEYING PARTY (cont.)

The Chase Manhattan Bank
a New York banking corporation
execution date: December 30, 1999

TO: Eric Iversen COMPANY:

DEC. 30. 1999 10:25AM
FROM

CHASE BANK
FROM

NO. 0945 F. 2
(WSD) 12. 29' 99 22:02/ST. 22:00/NO. 4800000909 P 9
(WSD) 12 29 19 12:26/ST. 12:21/NO. 4180010099 P 1

SECURITY INTEREST RELEASE

This Security Interest Release is granted and controlled by TMI Funding Company, L.L.C., a Delaware corporation, and The Chase Manhattan Bank, a banking corporation organized under the laws of the New York (collectively, the "Secured Parties"), in favor of TMI Funding I, Inc., a Delaware corporation, located at 11900 Macaput Boulevard, North Miami, FL 33151 ("TMI").

WHEREAS, TMI and the Secured Parties entered into a Memorandum of Understanding of a Trademark Security Interest dated as of December 24, 1998 (the "Security Agreement"), under which TMI granted to the Secured Parties a security interest in (1) the marks listed on the attached Schedule A (the "TRANSMEDIA Marks"), (2) certain United States registrations for or applications to register the TRANSMEDIA Marks, (3) all correspondence relating therewith with the use of the TRANSMEDIA Marks, and (4) the goodwill developed through prior use of the TRANSMEDIA Marks.

WHEREAS, the U.S. Patent and Trademark Office ("PTO") recorded the Security Agreement against the TRANSMEDIA Marks on December 18, 1998 at Recordation No. 134170714.

WHEREAS, TMI has satisfied all of its outstanding obligations under the Security Agreement, and the parties seek to make a record of the Secured Parties' release and satisfaction to TMI of any and all of its security interest in the TRANSMEDIA Marks.

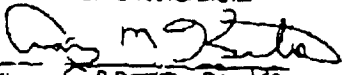
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Secured Parties hereby (1) release, discharge and relinquish, as of December 30, 1999, its security interest in the TRANSMEDIA Marks, and (2) assign to TMI as of December 30, 1999, all right title, and interest that it may have had in the TRANSMEDIA Marks (including the goodwill associated with the TRANSMEDIA Marks, any and all applications or registrations thereof, and the right to sue for past, present and future infringement), and the proceeds thereof, including without limitation, income, royalties and proceeds of management fees. The Secured Parties specifically acknowledge that the Security Agreement is no longer effective, and that it does not own any rights to or have any security interest in the TRANSMEDIA Marks, and all of the rights and remedies with respect to the TRANSMEDIA Marks have been and are hereby extinguished.

Signed this 30th day of December, 1999.

THE FUNDING COMPANY, L.L.C.

THE CHASE MANHATTAN BANK

By: 
Name: Eric Iversen
Title: Vice President

By: 
Name: CRAIG M. KANTOR
Title: Vice President

12/30/1999
DEC 30 1999 10:25

PROCESSED

NO. 0945 F. 2

Received 12/30/1999 08:31 in 01:30 on line (2) for EGVTH P 2/4
DEC 30 1999 5:32AM
CHASE MANHATTAN

SECURITY INTEREST RELEASE

This Security Interest Release is granted and conveyed by TNI Funding Company, L.L.C., a Delaware corporation, and The Chase Manhattan Bank, a banking corporation organized under the laws of the New York (collectively, the "Secured Parties"), in favor of TNI Funding I, Inc., a Delaware corporation, located at 11900 Biscayne Boulevard, North Miami, FL 33181 ("TNI")

WHEREAS, TNI and the Secured Parties entered into a Memorandum of Confirmation of a Trademark Security Interest dated as of December 24, 1996 (the "Security Agreement"), under which TNI granted to the Secured Parties a security interest in (1) the marks listed on the attached Schedule A (the "TRANSMEDIA Marks"), (2) certain United States registration for or applications to register the TRANSMEDIA Marks, (3) all common-law rights associated with the use of the TRANSMEDIA Marks, and (4) the goodwill developed through prior use of the TRANSMEDIA Marks.

WHEREAS, the U.S. Patent and Trademark Office ("PTO") recorded the Security Agreement against the TRANSMEDIA Marks on December 30, 1996 at Reel/Frame No. 1541/0296.

WHEREAS, TNI has satisfied all of its outstanding obligations under the Security Agreement, and the parties seek to make a record of the Secured Parties' release and reassignment to TNI of any and all of its security interest in the TRANSMEDIA Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Secured Parties hereby (1) release, discharge and relinquish, as of December 30, 1999, its security interest in the TRANSMEDIA Marks, and (2) reassign to TNI, as of December 30, 1999, all right title, and interest that it may have had in the TRANSMEDIA Marks, including the goodwill associated with the TRANSMEDIA Marks, any and all applications or registrations therefor, and the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits. The Secured Parties specifically acknowledge that the Security Agreement is no longer effective, and that it does not own any rights to or have any ownership interest in the TRANSMEDIA Marks, and all of the rights and remedies with respect to the TRANSMEDIA Marks have been and are hereby extinguished.

Signed this 30th day of December, 1999.

TNI FUNDING COMPANY, L.L.C.

THE CHASE MANHATTAN BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE A

Federal Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRANSMEDIA	1,571,290	12/12/89
TRANSMEDIA NETWORK	1,579,363	1/23/90
TRANSMEDIA	1,809,170	12/7/93
TRANSMEDIA	2,125,548	12/30/97
TRANSMEDIA NETWORK	2,132,289	1/27/98
TURN MEALS INTO MILES	2,148,759	4/7/98

Trade Names

TRANSMEDIA
TNI FUNDING I, INC.

