02-09-2000

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

101263179

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

MKP 12.22.99

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

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Wells Fargo Bank, N.A.

Execution Date Month Day Year: 08191999

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: CA

Receiving Party

[X] Mark if additional names of receiving parties attached

Name: Performance Marketing, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 201 North Sullivan

Address (line 2):

Address (line 3): Santa Ana (City) CA (State/Country) 92703 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: CA

02/08/2000 TTON11 00000303 122475 1563988

01 FC:481 40.00 CH
02 FC:482 150.00 CH

FOR OFFICE USE ONLY

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

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 (949) 567-2300

Name Brian A. Schar

Address (line 1) Lyon & Lyon

Address (line 2) 1900 Main Street, Sixth Floor

Address (line 3) Irvine, CA 92614

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 4

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)		
75677937	75670148	75325395	1563988	2087318	2207441
75320956					

Number of Properties

Enter the total number of properties involved. # 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 280.00

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: # 12-2475

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.

Brian A. Schar, Reg. No. 45,076		Dec. 22, 1999
Name of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name: Street Scene Equipment, LLC

DBA/AKA/TA

Composed of

Address (line 1): 12691 Monarch Street

Address (line 2)

Address (line 3): Garden Grove (City) CA (State/Country) 92841 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ 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 the Assignment.)*

[X] Other: Limited Liability Company

[X] Citizenship/State of Incorporation/Organization: CA

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)		

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Release made as of August 19, 1999 (the "Release"), by Wells Fargo Bank, N.A., as successor to First Interstate Bank of California (the "Secured Party"), in favor of Performance Marketing, Inc., a California corporation and Street Scene Equipment, LLC , a California limited liability corporation (the "Debtors").

WHEREAS, the Debtors owns certain trademarks (the "Trademarks"), United States and Canadian trademark registrations thereof (the "Registrations"), and United States and Canadian trademark applications for the Trademarks (the "Applications"), including but not limited to those identified on Exhibit A attached hereto;

WHEREAS, on February 7, 1996, the Secured Party obtained a security interest in the Trademarks in addition to any trademark rights acquired by the Debtors after February 7, 1996 (the "New Trademark Rights"); and

WHEREAS, the Debtors desire such security interests to be released and terminated, and the Secured Party is willing to make such release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Party hereby releases and terminates its lien upon and security interest in and to: the Trademarks and the New Trademark Rights together with the goodwill of the business symbolized by the Trademarks and the New Trademark Rights; all

right, title and interest in and to the Trademarks and the New Trademark Rights; any licenses thereunder; all rights in the Registrations and the Applications; all rights to seek other registrations of the Trademarks and the New Trademark Rights in the United States Patent and Trademark Offices or the Canadian Intellectual Property Office or elsewhere; and all causes of action, past and future, for infringement or other violations of the rights in the Trademarks and the New Trademark Rights.

Wells Fargo Bank, N.A., as successor to
First Interstate Bank of California (Secured Party)

By: DARRYL HALLIE
(print)

Darryl Hallie
(sign)

Its: Vice President

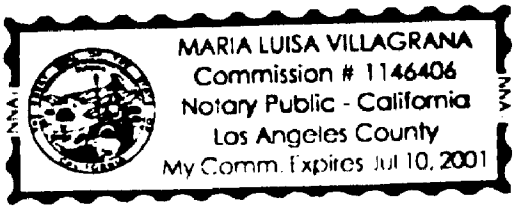
STATE OF _____)
) SS:
COUNTY OF _____)

On this 20th day of August, 1999, before me personally appeared Darryl Hallie, who acknowledged himself/~~herself~~ to be the vice president of Wells Fargo Bank, N.A. and that he/she, as such vice president, being authorized to do so, executed this instrument on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

maria luisa villagrana
Notary Public

(Affix stamp)



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TRADEMARK
REEL: 002018 FRAME: 0694

OFFICER'S CERTIFICATE

The undersigned certifies that he is the Vice Chairman of Performance Marketing, Inc., a California corporation (the "Borrower"). This Officer's Certificate is delivered pursuant to Section 9.20 of that certain Foreclosure Sale Agreement dated as of August 12, 1999, by and among the Company, Street Scene Manufacturing, Inc. and Wells Fargo Bank, N.A. (the "Agreement"). Capitalized terms used herein, but not otherwise defined herein, have the meanings ascribed to them in the Agreement. The undersigned further certifies, except as otherwise set forth on Schedule A attached hereto and made a part hereof, the following:

1. All representations, certifications and warranties of the Borrower under the Agreement are true and correct in all material respects on the date hereof as though made as of the date hereof, except to the extent the express terms of such warranty or representation reference another date, in which event such warranty or representation was true as of such date;

2. The Borrower has performed and complied with all agreements, covenants and conditions required of the Borrower by the Agreement or by any agreement executed and delivered or to be executed and delivered in connection therewith or pursuant thereto, to be performed or complied with by the Borrower through the date hereof;

3. There is no statute, rule, regulation or order of any court or administrative agency in effect which prohibits the Lender, the Borrower or the Buyer from consummating the transactions contemplated by the Agreement, and, to the best of the Borrower's knowledge and belief, no action, suit or proceeding pertaining to the transactions contemplated by the Agreement or to its consummation has been instituted or threatened on or before the date hereof;

4. The Borrower has not received notice of, nor is otherwise aware of, any bankruptcy, insolvency or similar proceeding filed and pending against the Borrower as of the date hereof;

5. From August 12, 1999 to the date hereof, the Borrower: (a) has not entered into any transaction regarding the Business or the Acquired Assets other than in the ordinary course of business as it has customarily been transacted by Borrower; (b) has not sold or transferred any of the Acquired Assets other than surrender to the Lender in accordance with Section 2 of the Agreement and the sale of inventory in the ordinary course of business as it has customarily been transacted by Borrower; and (c) has not incurred any liability or obligation other than in the ordinary course of business as it has customarily been transacted; provided that the Borrower's conduct of the Business in the ordinary course as it has been customarily been transacted has impacted by the Borrower's financial distress;

6. From August 12, 1999 to the date hereof, there has not been a material adverse change in the financial condition or the result of operation of the Business, and the Borrower has not sustained any material loss to the Acquired Assets; and

7. The Borrower has paid in full all payrolls and employment taxes and unemployment contributions due, owing and accrued through the last regular payroll date prior to the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of this 20th day of August, 1999.

PERFORMANCE MARKETING, INC.

By Scott Dunfrund
Scott R. Dunfrund
Vice Chairman

TRADEMARK
REEL: 002018 FRAME: 0696

SCHEDULE A
TO
OFFICER'S CERTIFICATE

None

Schedule A

TRADEMARK

Registrations

Type	Number	Jurisdiction	Description
Trademark	1563988	US	PM Logo
Trademark	2087318	US	SS Street Scene Equipment & Design
Trademark	2207441	US	Street Smart

Pending Applications

Type	Number	Jurisdiction	Filing Date	Description
Trademark	75-677937	US	04/08/99	Street Scene Equipment
Trademark	75-670148	US	03/29/99	Street Scene Equipment & Design
Trademark	75-325395	US	07/16/97	Speed Grille Design
Trademark	75-320956	US	07/08/97	Speed Grille