

02-18-2000



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Form PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Bankers Trust Company**

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State - New York  
 Other -

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Select-Canfield Enterprises, L.L.C.  
Internal Address: \_\_\_\_\_  
Street Address: 7955 S. Cass Avenue, Suite 201  
City: Darien State: Illinois ZIP: 60561

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- Delaware  
 Other - \_\_\_\_\_

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

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other - Release of a Security Interest

Execution Date: October 6, 1999

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\  
**Please see attached Schedule A**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brian Jaenicke, Legal Assistant  
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41): ..... \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: \_\_\_\_\_  
 (23-1705 in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

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.*

Brian T. Jaenicke Name of Person Signing [Signature] Signature 10/9/99 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

02/16/2000 TTB015 00000239 1411874 40.00 50.00

UNITED STATES TRADEMARKS  
OWNED BY SELECT-CANFIELD ENTERPRISES, L.L.C.

Mark	Application Number	Registration Number	Filing Date	Issue Date
JUICYFUL	73462709	1411874	1-26-1984	9-30-1986
UP TOWN	73620654	1510359	9-18-1986	10-25-1988
WATERTOWER	73789983	1566268	3-30-1989	11-14-1989

**TRADEMARK RELEASE**

This Release granted on this 6<sup>th</sup> day of October, 1999, by BANKERS TRUST COMPANY, as Collateral Agent ("Collateral Agent"), to SELECT-CANFIELD ENTERPRISES, L.L.C., a Delaware corporation ("Assignor"), as follows:

**W I T N E S S E T H**

WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Security Agreement, dated May 1, 1998, between the Collateral Agent and the Assignor (the "Security Agreement")); and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

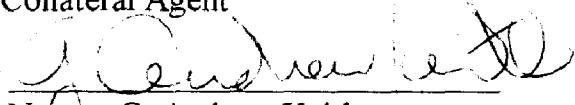
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, the security interest in the patents, mark registrations and mark applications as set forth on Schedule A hereto, granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on May 13, 1998 at Trademark Rec 1727, Frame 0124 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,

has caused this instrument to be executed under seal on the date first written above.

BANKERS TRUST COMPANY,  
as Collateral Agent

By



Name: G. Andrew Keith

Title: Vice President

STATE OF NEW YORK     )

) ss.:

COUNTY OF NEW YORK    )

On this 6<sup>th</sup> day of October, 1999, before me personally appeared G. Andrew Keith, to me known who, being by me duly sworn, did depose and say that he is Vice President of Bankers Trust Company described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority granted by Bankers Trust Company.

  
\_\_\_\_\_  
Notary Public

MAY KAREN YIP  
Notary Public, State of New York  
No. 01Y16009063  
Qualified in New York County  
Commission Expires June 22, 2000