

FORM PTO-1618A
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-3-00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other release of security agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12/16/99

Name Shape Inc.

Formerly

- 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 Rice Mezzanine Lenders

DBA/AKA/TA

Composed of c/o Rice Capital Corporation

Address (line 1) 5847 San Felipe Suite 4350

Address (line 2)

Address (line 3) Houston Texas 77057
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 Delaware

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01 FC:481 40.00 CH
02 FC:482 550.00 CH

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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

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.

Dana Rosen

Name of Person Signing

Dana Rosen

Signature

3/2/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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 the Assignment.)

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This Release of Security Interest in Trademarks and Patents (the "Release"), dated as of December 16 1999, is made by Rice Mezzanine Lenders, L.P. ("Rice") and relates to the Released Trademarks and Released Patents (each, as hereinafter defined) in which Rice was granted a security interest by Shape Inc. ("Shape") pursuant to the Borrower Agreements and the Subordinated Security Documents (each, as hereinafter defined).

WHEREAS, Shape and Rice have entered into (i) that certain Note Purchase Agreement, dated as of December 2, 1994, as amended through but not including the date hereof (the "Original Note Purchase Agreement"), (ii) a certain Amended and Restated Security Agreement, dated as of October 2, 1995, made by Shape in favor of Rice (the "Security Agreement"); (iii) a certain Trademark Collateral Security Agreement, dated as of October 2, 1995, made by Shape in favor of Rice (the "Trademark Collateral Security Agreement"); (iv) a certain Patent Collateral Security Agreement, dated as of October 2, 1995 (the "Patent Collateral Security Agreement"); and (v) certain other agreements, documents and instruments executed by Shape in favor of Rice pertaining to the foregoing agreements and transactions contemplated thereby (each agreement, document and instrument described in clauses (i) through (v), all collectively referred to herein as the "Borrower Agreements");

WHEREAS, in connection with the Original Note Purchase Agreement, Shape has executed and delivered a Trademark Assignment of Security, dated as of October 2, 1995 (the "Trademark Assignment of Security"), pursuant to which Shape granted a security interest to Rice in certain trademarks, including those trademarks listed on Schedule A attached thereto (the "Marks"), which includes the trademarks set forth on Annex I attached hereto, to secure the performance of Shape's obligations under the Borrower Agreements;

WHEREAS, the Trademark Assignment of Security and the Trademark Collateral Security Agreement and Rice's right, title and interest in, to and under the Marks, the goodwill associated therewith and the trademark registrations, applications and renewals therefore were recorded in the United States Patent and Trademark Office on April 8, 1996 and July 8, 1996 at Reel 1450, Frames 0253 et seq. and Reel 1496, Frames 0751 et seq., respectively.

WHEREAS, the Trademark Assignment of Security and the Trademark Collateral Security Agreement and Rice's right, title and interest in, to and under the Marks, the goodwill associated therewith and the trademark registrations, applications and renewals therefore were rerecorded in the United States Patent and Trademark Office on October 23, 1995 to amend the recordation date of the Trademark

Assignment of Security and the Trademark Collateral Security Agreement at Reel 1538, Frames 0920 et seq. and Reel 1538, Frames 0950 et seq., respectively;

WHEREAS, in connection with the Original Note Purchase Agreement, Shape has executed and delivered a Patent Assignment of Security, dated as of October 2, 1995 (the "Patent Assignment of Security"), pursuant to which Shape granted a security interest to Rice in certain patents, including those patents listed on Schedule A attached thereto (the "Patents"), which includes the patents set forth on Annex II attached hereto, to secure the performance of Shape's obligations under the Borrower Agreements;

WHEREAS, the Patent Assignment of Security and Rice's right, title and interest in, to and under the Patents and the patent registrations, applications and renewals therefore were recorded in the United States Patent and Trademark Office on December 27, 1995 at Reel 7786, Frames 0389 et seq.;

WHEREAS, Rice has entered into that certain Amended and Restated Note Purchase Agreement, dated as of May 21, 1996, with Shape, as amended through but not including the date hereof (the "Subordinated Note Agreement"), pursuant to which Shape has issued and sold to Rice, and Rice has purchased from Shape, Shape's Senior Subordinated Note (the "Senior Subordinated Note");

WHEREAS, as collateral security for Shape's obligations under the Subordinated Note Agreement and Senior Subordinated Note, Shape granted to Rice liens on certain real and personal property of Shape (collectively, the "Rice Liens") pursuant to mortgages, deeds of trust, security and pledge agreements, collateral assignment agreements and the other collateral documentation referred to in the definition of "Security Documents" in the Subordinated Note Agreement executed by Shape in favor of Rice (the "Subordinated Security Documents");

WHEREAS, Shape, Rice, and the Collateral Agent and the LBC Facility Agent (each as defined in the Existing Intercreditor Agreement), entered into the Amended and Restated Subordination and Intercreditor Agreement, dated as of April 18, 1997 (the "Existing Intercreditor Agreement"), as amended through but not including the date hereof, to provide for, among other things, the relative priority of the Rice Liens, and the Senior Note Liens and the LBC Facility Liens (each as defined in the Existing Intercreditor Agreement) and various matters related thereto, to the extent and on the terms and conditions more fully set forth therein;

WHEREAS, pursuant to the Restructuring Agreement, dated as of December 16, 1999 (the "Restructuring Agreement"), entered into by Rice, the Shape Companies (as defined in the Restructuring Agreement) and the holders of the debt securities and equity interests in the Shape Companies as listed therein, the indebtedness evidenced by the Subordinated Note Agreement and the Senior Subordinated Note has been exchanged for New Common Stock (as defined in the

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Restructuring Agreement) and the Senior Subordinated Note canceled, and all rights and obligations of Rice under those documents and under the Subordinated Security Documents, the Subordinated Guaranties (as defined in the Existing Intercreditor Agreement) and the Existing Intercreditor Agreement have terminated and are of no further force and effect;

WHEREAS, Stape has requested that Rice release any and all interest it may have in the Marks and in any trademarks in which Rice was granted any interest pursuant to the Subordinated Security Documents (the "Released Trademarks") and in the Patents and in any patents in which Rice was granted any interest pursuant to the Subordinated Security Documents (the "Released Patents") and Rice has agreed to do so.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Rice does hereby release, relinquish and discharge its security interest in, to and under the Released Trademarks, including, without limitation, the trademarks set forth in Annex I attached hereto and the entire goodwill associated with such trademarks, and the trademark registrations, applications and renewals for such trademarks, and the Released Patents, including, without limitation, the patents set forth in Annex II attached hereto, and the registrations, applications and renewals for such patents.

IN WITNESS WHEREOF, Rice has caused this Release of Security Interest in Trademarks and Patents to be duly executed as of the date hereinabove set forth.

RICE MEZZANINE LENDERS, L.P.

Dated: 12-20-99

By: Dore K. Rice
Name: Dore K. Rice
Title: President

Doc. Ref. 000003

ANNEX I

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Issue or Filing Date</u>
1,071,299	SHAPE and Design	8/16/77
1,094,983	SHAPE	7/4/78
1,193,545	VIDEOBOX (& Logo)	4/13/82
1,176,236	MULTISTAND (& Design)	11/3/81
1,205,306	BACK PACK	8/17/82
1,328,189	SHAPE MARK 10	4/2/85
1,432,816	MARK 10	3/17/87
1,520,633	POCKET CLASSICS [jointly owned]	1/17/89
1,651,401	GENESIS	7/23/91
1,715,119	Three-Dimensional Design on Cassette Cartridge (Genesis Windows Only)	9/15/92
1,727,127	Three Dimensional Design on Cassette Cartridge (Genesis Ribs & Window)	10/27/92
1,953,501 237,927	GOLD PREMIUM	1/16/92 Published 6/30/92
1,715,119	Three Dimensional Design on Cassette Cartridge	Published 7/21/92
1,727,127	Three Dimensional Design on Cassette Cartridge	Published 6/23/92

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REEL: 1538 FRAME: 0951

436,488	SHAPE America, Inc.	9/17/93
74/547,390	PROTECTOR SERIES	7/1/94
1,881,208	GLOBAL ZERO & DESIGN	
1,808,383	DESIGN (Two Circles)	
1,841,221	G. ZERO	
1,808,362	GLOBAL ZERO	
74/215141	VIDEO PAPERBACK	
74/155719	PAPERBACK VIDEO	
74/302078	G-ZERO	

TRADEMARK REEL: 002049 FRAME: 0450

TRADEMARK
REEL: 1538 FRAME: 0952

ANNEX II

Page 1 of 6

<u>APPLICATION OR PATENT NO.</u>	<u>TITLE</u>	<u>ISSUE OR FILING DATE</u>
D 262,415	CASSETTE HOLDER	12/29/81
4,275,943	A CONTAINER FOR A CASSETTE	6/30/81
4,339,162	VIDEO CASSETTE STORAGE BOX	7/13/82
4,306,663	CASSETTE SHELL MODIFICATION AND METHOD OF ASSEMBLY AND USE	12/22/81
4,385,693	ORIGIN IDENTITY INSERT FOR PACKAGED CASSETTES	5/31/83
4,426,056	PLATE BRACKET FOR MOUNTING A CASSETTE BOX	1/17/84
4,399,913	CASSETTE CONTAINER WITH FLEXIBLE AND HINGED DRAWERS	8/23/83
4,452,404	TAPE REEL HUB ASSEMBLY	6/5/84
4,569,492	TAPE CASSETTE PRESSURE FLAP ASSEMBLY	2/11/86
4,606,513	TAPE CASSETTE PRESSURE FLAP ASSEMBLY	8/19/86
4,475,700	TAPE CASSETTE DUST DOOR LATCH SPRING ASSEMBLY	10/9/84
4,540,090	CASSETTE STORAGE CONTAINER	9/10/85
4,533,093	TAPE CASSETTE DUST DOOR SPRING ASSEMBLY AND METHOD FOR ASSEMBLY	8/6/85

PATENT
REEL: 7786 FRAME: 0390

ATTACHMENT TO PATENT RECORDATION FORM COVER SHEET

Page 2 of 6

4,506,846	TAPE CASSETTE WITH SEPARATE TAPE GUIDE (patent converted to reissue RE32477)	3/26/85
RE32447	TAPE CASSETTE WITH SEPARATE TAPE GUIDE	6/30/87
D 280,815	TAPE CASSETTE	10/1/85
D 288,031	CASSETTE STORAGE CONTAINER	2/3/87
4,655,408	SEPARATE TAPE GUIDE FOR A CONTINUOUS LOOP TAPE CASSETTE	4/7/87
4,694,950	ASSEMBLY TRAY	9/22/87
4,656,717	TAPE CASSETTE ASSEMBLY TRAY AND METHOD FOR MANUFACTURING TAPE CASSETTES USING THE ASSEMBLY TRAY	4/14/87
4,685,017	WRITE/PROTECT TAB ASSY FOR A FLOPPY DISK JACKET AND METHOD FOR ASSEMBLING SAME (Patent converted to Reissue 33,961)	8/4/87
RE 33,961	WRITE/PROTECT TAB ASSY FOR A FLOPPY DISK JACKET AND METHOD FOR ASSEMBLING SAME	6/16/92
4,662,579	REEL LEAF SPRING FOR A VIDEO TAPE CASSETTE TAPE CASSETTE	5/5/87
4,615,628	RIBBON CARTRIDGE WITH SELF-CONTAINED RATCHET AND DRIVE GEAR ASSEMBLY	10/7/86
4,677,517	WIPER SPRING ASSEMBLY FOR THE FABRIC LINER OF A FLOPPY DISK	6/30/87
4,613,392	METHOD AND APPARATUS FOR ASSEMBLING A FLEXIBLE RECORDING DISK	9/23/86

PATENT

REEL: 7786 FRAME: 0391

ATTACHMENT TO PATENT RECORDATION FORM COVER SHEET

Page 3 of 6

4,623,062	ANTITHEFT CONTAINER FOR A COMPACT DISC AND METHOD OF ASSEMBLING SAME	11/18/86
4,694,557	LEADER TAPE STAKING ROD AND RELATED METHOD OF ASSEMBLY	9/22/89
4,757,958	TAPE REEL	7/19/88
D 307,582	TAPE CASSETTE	5/1/90
4,736,903	SELF-LOCKING HUB FOR A COMPACT AUDIO CASSETTE	4/12/88
4,793,480	COMPACT DISC BOX HAVING AN AUTOMATIC & UNCLAMPING CENTER MECHANISM	12/27/88
4,793,570	TAPE CASSETTE WITH SEPARATE TAPE GUIDE HAVING INTEGRATED ROLLERS & METHOD FOR MANUFACTURING THE SAME	12/27/88
4,800,641	TAPE CASSETTE WITH SEPARATE TAPE GUIDE HAVING INTEGRATED ROLLERS & METHODS FOR MANUFACTURING SAME	1/31/89
4,941,066	INJECTION MOLDED CENTER CORE FOR A RECORDING DISC AND RELATED METHOD OF MANUFACTURE	7/10/90
D 304,452	VIDEO CASSETTE WITH OPEN WINDOW & OPEN REELS	11/7/89
5,184,255	VIDEO TAPE CASSETTE WITH A REUSABLE RECORDING ENABLE/DISABLE SLIDE TAB	2/2/93
4,775,115	SINGLE REEL TAPE CARTRIDGE USED WITH A LEADER BLOCK	10/4/88
4,727,614	GROUND CORONA COMB	3/1/88
4,762,292	VACUUM COLUMN WEB LOOP POSITION SENSING SYSTEM	8/9/88

PATENT

REEL: 7786 FRAME: 0392

ATTACHMENT TO PATENT RECORDATION FORM COVER SHEET

Page 4 of 6

D 311,137	THEFT RESISTANT CONTAINER	10/9/90
4,760,514	THEFT-RESISTANT RETAIL CONTAINER	8/2/88
4,850,477	COMBINED CD RETAIL PACKAGE AND CD FLIP FILE HOLDER	7/25/89
D 315,868	COMBINATION DISPLAY PACKAGE AND FLIP FILE HOLDER FOR COMPACT DISC BOXES	4/2/91
4,540,133	TAPE REEL & METHOD (Assigned from Data Technology Corporation)	9/10/85
4,875,743	RECORDING MEDIA STORAGE APPARATUS	10/24/89
D 317,978	MULTIPLE COMPACT DISC CONTAINER	07/09/91
5,056,735	VIDEO CASSETTE INTEGRAL ACTUATOR/REEL LOCK/ SPRING	10/15/91
5,026,000	VIDEO CASSETTE INTEGRAL DUST DOOR LATCH/SPRING	06/25/91
5,158,244	VIDEO CASSETTE DUST DOOR LATCH	10/27/92
5,052,634	STATIC TAPE CASSETTE REEL LOCK	10/1/91
4,986,491	REEL LEAF SPRING/CASSETTE COVER COMBINATIONS AND METHODS FOR ASSEMBLY	1/22/91
5,142,761	REEL LEAF SPRING/CASSETTE COVER COMBINATIONS AND METHODS FOR ASSEMBLY	9/1/92
5,262,916	DUST DOOR INCORPORATING REEL LOCK	11/16/93
5,259,564	INTEGRAL REEL SPRING/ REMOVABLE DUST DOOR COMBINATION	11/9/93
4,993,655	ONE PIECE TAPE REEL	2/19/91

PATENT

REEL: 7786 FRAME: 0393

ATTACHMENT TO PATENT RECORDATION FORM COVER SHEET

Page 5 of 6

D 335,126	TAPE CASSETTE	4/27/93
D 342,246	COMBINED TAPE CASSETTE AND LABEL CARD (As Amended)	12/14/93
5,054,616	REMOVABLE WINDOWS FOR VIDEO TAPE CASSETTE AND RELATED METHODS OF ASSEMBLY	10/08/91
5,199,661	WIRE REEL SPRING/ CASSETTE COVER COMBINATION AND METHODS FOR ASSEMBLY	04/06/93
5,169,088	VIDEO CASSETTE COMBINED DUST DOOR & DUST DOOR LATCH SPRING	12/08/92
5,191,694	CASSETTE ASSEMBLY LINE	3/8/93
5,236,081	COMPACT DISC PACKAGE	8/17/93
5,310,053	TELESCOPING COMPACT DISC HOLDER & FOLDABLE COVER	5/10/94
540,564	TAPE CASSETTE	1/20/90 Response to Restriction Requirement Filed 8/25/92
906,377	RECYCLABLE TAPE CASSETTE	6/30/92
848,153	COMBINED RETAIL PACKAGE AND END-USER HOLDER FOR COMPACT DISC	03/09/92
946,172	CD ANTI-THEFT DEVICE AND METHOD OF MANUFACTURE	9/17/92
APP #266,506	PORTABLE STORAGE DEVICE FOR A TELEPHONE LINE	6/27/94

PATENT
REEL: 7786 FRAME: 0394

ATTACHMENT TO PATENT RECORDATION FORM COVER SHEET

Page 6 of 6

5,092,536	INTEGRALLY MOLDED RECYCLABLE VIDEO TAPE CASSETTE	03/03/92
5,114,092	LOW COST VIDEO CASSETTE	05/19/92
5,201,476	WELDED VIDEO CASSETTE	04/13/93
5,240,201	INTEGRALLY MOLDED RECYCLABLE VIDEO TAPE CASSETTE	8/31/93
5,308,015	DUST DOOR ARRANGEMENT FOR VIDEO CASSETTES	05/03/94
5,328,126	CASSETTE BRAKE RELEASE	07/12/94
5,377,928	INTEGRALLY MOLDED RECYCLABLE TAPE CASSETTE	01/03/95
5,390,871	LOW COST VIDEO CASSETTE	02/21/95
5,417,379	INTEGRALLY MOLDED RECYCLABLE VIDEO TAPE CASSETTE	05/23/95
5,417,380	DUST DOOR ARRANGEMENT FOR VIDEO CASSETTES	05/23/95
APP# 056,755	INTEGRALLY MOLDED PADDLE AND ARMS BRAKE RELEASE	
APP# 145,318	WRAP AROUND LABEL	
APP# 388,432	DOOR LATCH	
APP# 793,687	VIDEO CASSETTES (DESIGN)	
APP# 947,568	ENERGY ABSORBING VIDEO CASSETTE	

PATENT
REEL: 7786 FRAME: 0395

PAGE.09

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