

04-27-2000



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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

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

Name Execution Date
Month Day Year

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

04/27/2000 JJALLAHZ 00000007 1821901-

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
100.00 DP

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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

TRADEMARK
REEL: 002060 FRAME: 0318

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.)

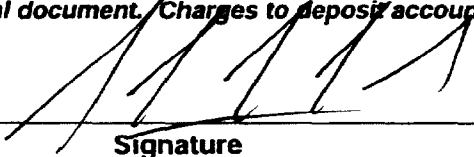
Deposit Account Number: #

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.

Daniel G. Dolan
Name of Person Signing


Signature

1/15/00
Date Signed

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of December 31, 1999

WHEREAS, IJL Holdings, Inc., an Illinois Corporation ("Borrower"), and FINOVA Mezzanine Capital Inc. (formerly known as Sirrom Capital Corporation), a Tennessee Corporation ("Lender") entered into that certain Trademark and Patent Security Agreement (the "Trademark Security Agreement"), dated as of September 12, 1997;

WHEREAS, the Trademark Security Agreement granted a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to (the "Obligations");

WHEREAS, Lender recorded the Trademark Security Agreement on October 10, 1997 at Reel 1644, Frame 0254 in the United States Patent and Trademark Office;

WHEREAS, Lender assigned its interest in the Trademark Security Agreement to David G. Crumbaugh, an individual ("Assignee") pursuant to that certain Assignment of Trademark and Patent Security Agreement dated as of December 31, 1999,

WHEREAS, Borrower has satisfied all of the Obligations and has requested that release its security interests in the Trademarks.

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

Assignee hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrowers now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Assignee further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, has caused this Release of Trademarks to be duly executed as of the day and year first above written.

By:


David G. Crumbaugh

Schedule A to Trademark and Patent Security Agreement

Trademarks and Patents

Trademarks

| <u>Trademark</u> | <u>Registration Number</u> | <u>Date Registered</u> |
|-------------------------|-----------------------------------|-------------------------------|
| IT'S JUST LUNCH! | 1821901 | 2/15/94 |
| MISCELLANEOUS DESIGN | 1821902 | 2/15/94 |
| LIFE, LOVE & DESSERT | 1961887 | 3/12/96 |
| JUST FOR LUNCH | 2037753 | 2/11/97 |
| IT'S ONLY LUNCH! | 2039466 | 2/18/97 |

Patents

None

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