

06-02-2000  
101372545

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

05/08/00

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
  - Merger
  - Change of Name
  - Other RELEASE OF SECURITY INTEREST
- Effective Date  
Month Day Year  
4 23 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
4 28 00

Name CHASE BANK OF TEXAS, NATIONAL ASSOCIATION

Formerly SUCCESSOR TO TEXAS COMMERCE BANK NATIONAL ASSOCIATION

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization NATIONAL BANKING ASSOCIATION

Receiving Party

Mark if additional names of receiving parties attached

Name DESERT GLORY LTD.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1826 GRANDSTAND DRIVE

Address (line 2) \_\_\_\_\_

Address (line 3) SAN ANTONIO TEXAS 78238-4505  
City State/Country Zip Code

- Individual
  - General Partnership
  - Limited Partnership
  - Corporation
  - Association
  - Other \_\_\_\_\_
  - Citizenship/State of Incorporation/Organization TEXAS
- 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.)

FOR OFFICE USE ONLY

05/31/2000 DNGUYEN 00000121 1784954

01 FC:481  
02 FC:482  
40.00 OP  
200.00 OP

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

TRADEMARK  
REEL: 002084 FRAME: 0823

05/31/2000 DNGUYEN 00000121 1784954  
Form Number: 1784954 \$1.00  
Rep. In. 100000  
DHF: 100000  
FI: 704

**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)**

<input type="text" value="75217438"/>	<input type="text" value="75311965"/>	<input type="text" value="75307445"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1784954"/>	<input type="text" value="2032744"/>	<input type="text" value="2159017"/>
<input type="text" value="2159018"/>	<input type="text" value="2048164"/>	<input type="text" value="2159019"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

EILEEN E. SCHERLEN

May 5, 2000

Name of Person Signing

Signature

Date Signed

**RELEASE OF ASSIGNMENT OF COPYRIGHTS, PATENTS  
AND TRADEMARKS - SECURITY AGREEMENT**

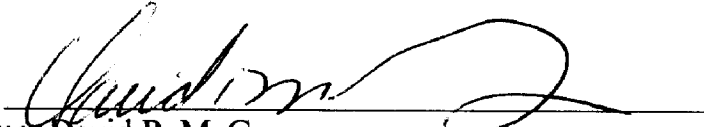
WHEREAS, DESERT GLORY, LTD., a Texas limited partnership, having its chief executive offices at 1826 Grandstand Drive, San Antonio, Texas 78238-4505 (the "Assignor"), and CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, a national banking association and successor to Texas Commerce Bank National Association (the "Assignee"), have entered into that certain Assignment of Copyrights, Patents and Trademarks (the "Security Agreement") dated as of January 1, 1998, and recorded with the United States Patent and Trademark Office on Reel 1670, Frame 0545, as corrected by the filing recorded on Reel 1943, Frame 0591.

WHEREAS, the Assignor and the Assignee wish to release the security interest provided for by the Security Agreement referenced;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Assignee hereby releases its security interest in and lien on the collateral (listed on the attached Exhibit A) but only to the extent of such security interest and lien granted pursuant to the Security Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Release of Assignment of Copyrights, Patents and Trademarks - Security Agreement on the 10 day of January, ~~1999~~ 2000, to be effective on the 23<sup>rd</sup> day of April, 1999.

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION

By:   
Name: David P. McGee  
Title: Senior Vice President

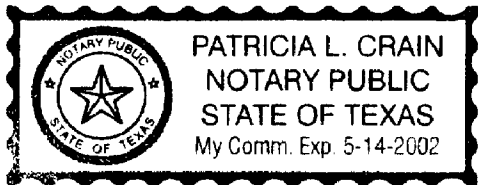
DESERT GLORY, LTD.

By: Desert Glory Management, Inc., its general  
partner

By: \_\_\_\_\_  
Name: Jaime Rovelo  
Title: Vice President and Chief Financial Officer

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, ~~1999~~<sup>2000</sup> by David P. McGee, Senior Vice President of Chase Bank of Texas, National Association, on behalf of said national banking association.



*Patricia L. Crain*  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: 5-14-2002

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 1999 by Jaime Rovelo, Vice President and Chief Financial Officer of Desert Glory Management, Inc., a Texas corporation and general partner of Desert Glory, Ltd., a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**RELEASE OF ASSIGNMENT OF COPYRIGHTS, PATENTS  
AND TRADEMARKS - SECURITY AGREEMENT**

WHEREAS, DESERT GLORY, LTD., a Texas limited partnership, having its chief executive offices at 1826 Grandstand Drive, San Antonio, Texas 78238-4505 (the "Assignor"), and CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, a national banking association and successor to Texas Commerce Bank National Association (the "Assignee"), have entered into that certain Assignment of Copyrights, Patents and Trademarks (the "Security Agreement") dated as of January 1, 1998, and recorded with the United States Patent and Trademark Office on Reel 1670, Frame 0545, as corrected by the filing recorded on Reel 1943, Frame 0591.

WHEREAS, the Assignor and the Assignee wish to release the security interest provided for by the Security Agreement referenced;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Assignee hereby releases its security interest in and lien on the collateral (listed on the attached Exhibit A) but only to the extent of such security interest and lien granted pursuant to the Security Agreement.


IN WITNESS WHEREOF, the undersigned has duly executed this Release of Assignment of Copyrights, Patents and Trademarks - Security Agreement on the 28 day of April, ~~1999~~ 2000, to be effective on the 23<sup>rd</sup> day of April, 1999.

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: David P. McGee  
Title: Senior Vice President

DESERT GLORY, LTD.

By: Desert Glory Management, Inc., its general partner

By:  \_\_\_\_\_  
Name: Jaime Roveló  
Title: Vice President and Chief Financial Officer

STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§

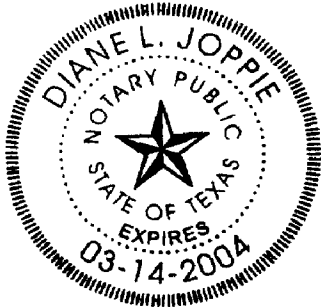
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1999 by David P. McGee, Senior Vice President of Chase Bank of Texas, National Association, on behalf of said national banking association.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§

This instrument was acknowledged before me on the 28 day of April, <sup>2000</sup>~~1999~~ by Jaime Rovelo, Vice President and Chief Financial Officer of Desert Glory Management, Inc., a Texas corporation and general partner of Desert Glory, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Diane L. Joppie  
Notary Public, State of Texas  
My Commission Expires: 3-14-2004

EXHIBIT A  
TO RELEASE OF ASSIGNMENT OF COPYRIGHTS, PATENTS  
AND TRADEMARKS - SECURITY AGREEMENT

Trademark Application Nos.

75-217,438

75-311,965

75-307,445

Registration Nos.

1,784,954

2,032,744

2,159,017

2,159,018

2,048,164

2,159,019