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To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies): The Chase Manhattan Bank

Individual(s) Association

General Partnership Limited Partnership

Corporation-State

Other New York banking corporation

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

Handwritten: N.Y.B. 5-25-00

2. Name and address of receiving party(ies):

Name: Kinko's Ventures, Inc.

Internal Address: _____

Street Address: 255 West Stanley Avenue

City: Ventura State: CA ZIP: 93002

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Termination and Release of Security Interest in Trademarks

Execution Date: April 5, 2000

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$440.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Kristopher E. Ahrend, Esq. *K Ahrend* 5/25/00

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

01 FC:401 40.00 OP

02 FC:402 400.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

U.S. Trademark Registrations:

TRADEMARK/SERVICE MARK & CLASS	REGISTRATION NUMBER	REGISTRATION DATE
LITTLE "K" KIDS (41)	1857067	OCTOBER 4, 1994
KINKONET (35, 38, 42)	2260178	JULY 13, 1999
KINKO'S (16)	1896175	MAY 30, 1995
KINKO'S (35)	1869915	DECEMBER 27, 1994
KINKO'S (38)	1878902	FEBRUARY 14, 1995
KINKO'S (40)	1109701	DECEMBER 19, 1978
KINKO'S (42)	1878998	FEBRUARY 14, 1995
KINKO'S COPIES (35)	1869916	DECEMBER 27, 1994
KINKO'S COPIES (38)	1872847	JANUARY 10, 1995
KINKO'S COPIES (40)	1870011	DECEMBER 27, 1994
KINKO'S COPIES (42)	1878999	FEBRUARY 14, 1995
KINKO'S YOUR BRANCH OFFICE (35, 38)	1925800	OCTOBER 10, 1995
KINKO'S YOUR BRANCH OFFICE (42)	1890342	APRIL 18, 1995
PROFESSOR PUBLISHING (35)	1441425	JUNE 02, 1987
THE NEW WAY TO OFFICE (35, 38)	2067028	JUNE 3, 1997
YOUR BRANCH OFFICE (35, 38)	1943527	DECEMBER 26, 1995
YOUR BRANCH OFFICE (42)	1897878	JUNE 6, 1995

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of April 5, 2000, from The Chase Manhattan Bank as Collateral and Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Secured Party"), to Kinko's Ventures, Inc. (the "Pledgor"), a Delaware corporation located at 255 West Stanley Avenue, Ventura, California 93002.

WITNESSETH:

WHEREAS, pursuant to that certain Subsidiary Trademark Security Agreement, dated as of December 31, 1996, among the Pledgor, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Collateral and Administrative Agent for the Lenders (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Pledgor to the Secured Party in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on March 24, 1997, at Reel 1567, Frame 0174; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in:
 - (a) the United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on Schedule A attached hereto and (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (ii) all income, royalties, damages and other payments now and hereafter due and/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); and (iii) all other rights of any kind whatsoever of the Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;
2. Release of Security Interest: The Secured Party, for itself and the other Secured Parties (as defined in the Security Agreement), hereby terminates, releases and discharges its and their Security Interest in the Trademark Collateral, and any right, title or interest of the Secured

Party or the other Secured Parties (as defined in the Security Agreement) in such Trademark Collateral shall hereby cease and become void; and

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

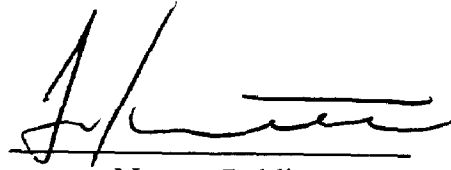
THE CHASE MANHATTAN BANK,
as Secured Party

By: Margaret T. Lane
Name: Margaret T. Lane
Title: Vice President

STATE OF New York)
)
COUNTY OF New York)

SS.:

On this 5th day of April, 2000, before me personally appeared Margaret T. Lane to me known who, being by me duly sworn, did depose and say that he is Vice President of The Chase Manhattan Bank, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The Chase Manhattan Bank.



Notary Public

IAN WILFREDO
NOTARY PUBLIC
No. 01K16032632
Qualified in New York County
Commission Expires November 8, 2001

(Affix Seal Below)

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