

08-14-2000

COVER SHEET
S ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

101430776

To the Honorable Commis.

record the attached original documents or copy thereof.

MPO 7-25-00

1. Name of conveying party(ies):

Swisher International, Inc.,
successor in interest to
American Maize Technology, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of security interest
- Merger
- Change of Name

recorded 01/23/1995 on Reel 1285 at Frame 427
Execution Date: July 21, 2000 effective
August 17, 1999

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

Name: King Maker Marketing, Inc.

Internal Address: _____

Street Address: 459 East 16th Street

City: Jacksonville State: FL ZIP: 32203

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,695,519

Additional numbers attached? Yes No

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

Name: Kathryn Jennison Shultz

Internal Address: Jennison & Shultz, P.C.

Street Address: Crystal Plaza #1, Suite 1102

2001 Jefferson Davis Highway

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Kathryn Jennison Shultz

Name of Person Signing

Signature

July 25, 2000

Date

Total number of pages comprising cover sheet: _____

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TRADEMARK

RELEASE OF SECURITY INTEREST

This is a release of Security Interest dated December 2, 1994, made by AMERICAN MAIZE TECHNOLOGY, INC., a Texas corporation, with its business address at 700 E. Jones Street, Dimmitt, Texas 75027 ("the Lendor") to King Maker Marketing, Inc., a New York corporation, with its business address at 2445 State Highway 30, Mayfield, New York 12117 ("Borrower").

WHEREAS, Borrower and Lendor entered into a Mortgage of, Assignment of and Grant of Purchase Money Security Interest in a Trademark dated December 2, 1994 (the "New Security Agreement") which was secured by, inter alia, the granting by Borrower to Lendor of a security interest in the Trademark CHECKERS, United States Trademark Registration No. 1,695,519, together with the goodwill of the business symbolized by the trademark (collectively "the Collateral"); and

WHEREAS, the Security Interest was recorded in the U. S. Patent and Trademark Office on January 23, 1995, and is located on Reel 1285 at Frame 427; and

WHEREAS, effective November 6, 1995, the Lendor assigned all of its right, title and interest in and to the Collateral including its security interest as granted under the New Security Agreement to Swisher International, Inc., a Delaware corporation, with its business address at 459 East 16th Street, Jacksonville, Florida 32203, (the "Successor Lendor") pursuant to a Stock Purchase Agreement dated July 26, 1995; and

WHEREAS, the assignment to the Successor Lendor of the security interest was recorded in the U.S. Patent and Trademark Office on March 27, 1996 and is located on Reel 1445 at Frame 337; and

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JUL-21-2000 12:06
07-18-2000 15:51

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of the terms of the New Security Agreement are hereby acknowledged, the Successor Lendor does hereby release its security interest in the Collateral, and any right, title and interest of the Successor Lendor in the Collateral and the Intellectual Property shall hereby cease and terminate effective August 17, 1999.

SWISHER INTERNATIONAL, INC.

By: 

Name: BLAKE T. MENNINK, JR.

Title: EXECUTIVE VICE PRESIDENT

Date: 7/21/00