

09-21-2000

HEET

Docket No.:



ILY

9.500

101465150

Tab settings → → → ▼

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

LaSalle Bank N.A.  
135 South LaSalle Street, Suite 308  
Chicago, IL 60603-3499

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Interest
- Merger
- Change of Name

Execution Date: August 29, 2000

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

Name: Mickelberry's Inc.

Internal Address:

Street Address: 810 East Fifth Street

City: Falls City State: NE ZIP: 68355

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(:)

Exhibit A  
(Attachment)

Yes  No

71527164

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

Name: Pamela C. Gavin, Esquire

Internal Address: McGuireWoods LLP

Street Address: One James Center, 901 East Cary Street

City: Richmond State: VA ZIP: 23219-4030

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

09/20/2000 NTHAI1 00000235 71527164

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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

Pamela C. Gavin

Name of Person Signing

Signature

September 5, 2000

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

**Exhibit A**

| <u>Mark</u>              | <u>Country</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--------------------------|----------------|-------------------|--------------------|-----------------|------------------|
| MICKELBERRY'S (Stylized) | US             | 71/527,164        | 7/5/47             | 522,115         | 3/14/50          |
| MICKELBERRY'S            | US             | 74/173,606        | 6/5/91             | 1,781,584       | 7/13/93          |
| MICKELBERRY'S AND DESIGN | US             | 74/173,605        | 6/5/91             | 1,744,683       | 1/5/93           |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

LASALLE BANK NATIONAL ASSOCIATION

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MICKELBERRY'S, INC.

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1. Reference is made to a certain security agreement dated as of October 4, 1999 entered into by and between MICKELBERRY'S, INC., formerly known as MHD ACQUISITION, INC., a Delaware corporation ("Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, as Agent for Lenders ("Lender") (the "Security Agreement").
2. Pursuant to the Security Agreement, Borrower granted to Lender a security interest (the "Security Interest") in each of the trademarks, including the registrations thereof, set forth in Exhibit A attached here to (collectively, the "Trademarks").
3. In connection with the Security Agreement, the Security Interest was recorded with the United States Patent and Trademark Office on November 18, 1999 at Reel No. 1993 and Frame No. 0378.
4. Borrower and Lender desire to record the termination and release of the Security Interests in order to fully terminate, release and restore to Borrower any and all of Lender's right, title and interest in, to and under the Trademarks and goodwill associated herewith and to fully dissolve any and all of Lender's liens, encumbrances and security interests thereto.

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

Lender hereby terminates the Security Interests and releases, discharges, quit claims and relinquishes unto Borrower any and all right, title and interest in, to and under the Trademarks and the goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered by an officer thereunto duly authorized as of August 29, 2000.

By:  
Title:

*Mark E. McCauley*  
*Mark E. McCauley*  
*Group S. J. P.*

McGuireWoods LLP

One James Center

901 East Cary Street

Richmond, VA 23219-4030

Phone: 804.775.1000

Fax: 804.775.1061

www.mcguirewoods.com

**Pamela C. Gavin**

pgavin@mcguirewoods.com

Direct: 804.775.7368

Direct Fax: 804.698.2058

McGUIREWOODS

September 5, 2000

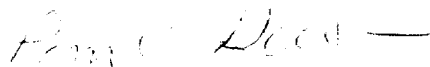
Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D. C. 20231

**Recordation of Termination of Security Interest  
Mickelberry's, Inc.  
2025743-0011**

Dear Sir:

Enclosed please find a Recordation Form Cover Sheet, the Termination and Release of Security Interest document reflecting the termination of a security interest by LaSalle Bank N.A. and the release of security interest to Mickelberry's Inc. and a check for \$90.00. Please charge our Deposit Account No. 13-0437 for any additional fees which may be required or credit our account for any overpayment.

Sincerely,



Pamela C. Gavin

eew  
Enclosures

RECORDED: 09/05/2000

TRADEMARK  
REEL: 002142 FRAME: 0233