

10-20-2000



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Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bankers Trust Company *9-25-00*

Individuals Association
 General Partnership - Limited Partnership
 Corporation- State:
 Other - Collateral Agent

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

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

Name: **Action Industries, Inc.** *SEP 25 2000*

Internal Address: _____
 Street Address: P.O. Box 1627
 City: Tupelo State: Mississippi ZIP: 28802

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - Virginia
 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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - Release of a Security Interest

Execution Date: June 7, 2000

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule A

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

Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

10/18/2000 DBYRNE 00000131 2079056
 01 FC:481 40.00 DP
 02 FC:482 125.00 DP

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.

Brian T. Jaenicke
 Name of Person Signing

Brian T. Jaenicke 9/25/00
 Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

Action Industries, Inc.

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HIDE-A-CHAISE	2,079,056	July 15, 1997
MULTIREST	2,134,398	February 3, 1998
RAPID ACTION	2,140,558	March 3, 1998

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
COMFORT LINK	75/417,318	January 8, 1998
COMFORTKING	75/227,610	January 17, 1997
SNUGGLER	75/335,992	August 5, 1997

TRADEMARK RELEASE

This Release granted as of June 7, 2000, by Bankers Trust Company, a New York banking corporation, as Collateral Agent (the "Agent"), with principal offices at 130 Liberty Street, New York, New York 10006, to Action Industries, Inc., a Virginia corporation ("Assignor"), with principal offices at P.O. Box 1627, Tupelo, Mississippi 28802, as follows:

W I T N E S S E T H:

WHEREAS, the Assignor has heretofore granted to the Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Secured Obligations (as defined in the Fourth Amended and Restated Security Agreement, dated as November 17, 1994, as amended and restated as of December 29, 1995, as further amended and restated as of September 6, 1996, as further amended and restated as of June 27, 1997 and as further amended and restated as of July 14, 1998, between the Agent and the Assignor (the "Security Agreement")); and

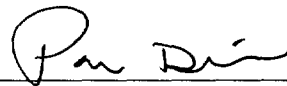
WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interest in the trademarks, trademark registrations and trademark applications as set

forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to or after July 14, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to the Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on July 31, 1998 at Trademark Reel 1764, Frame 0152 in the United States Patent and Trademark Office.

* * *

BANKERS TRUST COMPANY,
as Collateral Agent

By: 
Name: **PAM DIVINO**
Title: **Vice President**

Acknowledged and Agreed to by:

ACTION INDUSTRIES, INC.

By: _____
Name:
Title:

forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to or after July 14, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to the Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on July 31, 1998 at Trademark Reel 1764, Frame 0152 in the United States Patent and Trademark Office.

* * *

BANKERS TRUST COMPANY,
as Collateral Agent

By: _____
Name:
Title:

Acknowledged and Agreed to by:

ACTION INDUSTRIES, INC.

By: Robert Kaintz
Name:
Title: