

01-10-2001



101561091

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 8-8.00

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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Release of Collateral

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name General Electric Capital Corporation

7/26/00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name FDL, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1216 Appletree Lane

Address (line 2) _____

Address (line 3) Kokomo IN 46903

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

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

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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

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="75-524763"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Julianne S. Lis-Milam
Name of Person Signing

Julianne Lis-Milam
Signature

August 8, 2000
Date Signed

**RELEASE OF COLLATERAL
TRADEMARK SECURITY AGREEMENT**

THIS RELEASE is made as of this 26 day of July, 2000 by General Electric Capital Corporation ("Agent").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby unconditionally and expressly releases, terminates and extinguishes, without limitation, any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon all of the trademarks, trademark registrations, interests under trademark license agreements, tradenames and trademark applications, service marks, service mark registrations, service mark applications and brand names, renewals thereof, all income, royalties, rights and goodwill thereto, and all of the license agreements, including the right to prepare for sale, sell and advertise for sale, and any and all other items listed in Schedule I of the Trademark Security Agreement, attached hereto and made a part hereof, which liens and security interests were established under and pursuant to the Trademark Security Agreement dated as of June 17, 1999 and recorded in the U.S. Patent and Trademark Office on August 25, 1999 at Reel 001949, Frame 0021 (the "Assignment"). All obligations and duties under the Assignment to the extent they relate solely to the items listed in the Trademark Security Agreement and Schedule, attached hereto and made a part hereof, are hereby released and terminated and Agent hereby expressly releases and discharges without limitation all claims, demands and causes of action that it may now have or might subsequently accrue to it arising out of or connected with, directly or indirectly, the Assignment to the extent they relate solely to the items in the Trademark Security Agreement and Schedule, attached hereto and made a part hereof.

This release shall be binding upon Agent's legal representatives, assigns and

successors.

GENERAL ELECTRIC CAPITAL CORPORATION,
As Agent

By: Anthony Vignola
Its: fully authorized signatory

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 17, 1999, by FDL, INC., an Indiana corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and certain other financial accommodations to Grantor;

WHEREAS, Lender is willing to make the Loans and certain other financial accommodations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

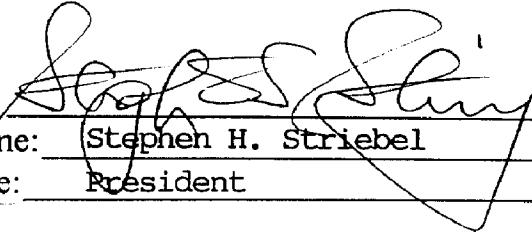
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FDL, INC.

By: 
Name: Stephen H. Striebel
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Bud S. Sonoda
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Stephen H. Striebel, by me known to be the President of FDL, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Trademark Security Agreement on behalf of such corporation.

Witness my hand and Notarial Seal this 21st day of June, 1999.

My Commission Expires:

August 20, 2000

Deborah L. Collins

My County of Residence:

Marion

Deborah L. Collins

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date Registered</u>
NONE		

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
KIDS FIRST	75-524763	July 24, 1998

TRADEMARK LICENSES

None