

01-29-2001

HEET



101596857

To the Commissioner of Patents and T

nal documents or copy thereof.  
ress of receiving party(ies):

1. Name of conveying party(ies):

William D. Smith, Sr.

1.17.01

Brown & Bigelow, Inc.  
345 Plato Boulevard East  
St. Paul, Minnesota 56107

- Individual
- General Partnership
- Corporation-State of
- 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

Execution Date: January 9, 2001

- Individual(s) citizenship
- General Partnership
- Corporation-State of Delaware
- Other: \_\_\_\_\_
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No

(Designations must be separate document from Assignment)

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

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

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

01/26/2001 6TON11 00000228 514945

01 FC:481 40.00 OP  
02 FC:482 275.00 OP

514,945/REDI-SLIP; 628,438/REMEMBRANCE  
ADVERTISING (stylized); 786,728/MAVERICK;  
800,248/STARDUST; 1,015,776/KENT & Design; 1,070,229/P.G.C.;  
1,083,939/TRUMP; 1,126,822/HOYLE; 1,311,050/IDENTI-SIGN;  
1,318,095/FLAG; 1,325,654/HOYLE; 1,342,484/HOYLE

Additional numbers attached?  Yes  No

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

Name: Linda M. Byrne  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 12

7. Total fee (37 CFR 3.41): \$315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Linda M. Byrne  
Name of Person Signing

*Linda M. Byrne*  
Signature

January 12, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 8

Do not detach this portion

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

Commissioner for 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

TRADEMARK  
REEL: 002221 FRAME: 0977

**RELEASE OF SECURITY INTEREST AND  
TRADEMARK ASSIGNMENT**

**Background**

William D. Smith Sr., having a mailing address at 345 Plato Boulevard East, St. Paul, Minnesota, 56107 ("Mr. Smith") is the recorded owner of and security interest holder in certain trademarks, pursuant to a Trademark Collateral Assignment and Loan Agreement, both of which were dated April 14, 1989. The Trademark Collateral Assignment and Loan Agreement were between Brown & Bigelow, Inc., a Delaware corporation, having a mailing address at 345 Plato Boulevard East, St. Paul, Minnesota, 56107 (formerly known as Atwater Group, Inc. and also formerly known as Brown & Bigelow Communications Corp.) ("B&B") and Mr. Smith.

The Trademark Collateral Assignment was recorded with the U.S. Patent and Trademark Office on September 5, 1989 at Reel 673, Frames 779 et seq. The Trademark Collateral Assignment and Loan Agreement were executed in order to secure the payment and performance of certain obligations due to Mr. Smith from B&B. These obligations have been fully satisfied. The parties agree as follows:

**Agreement**

As used herein, the term "Trademarks" includes all of the marks listed on Exhibit A, including all rights in the U.S. and other countries and all common law rights, and including all rights in any new Trademarks obtained by B&B between April 14, 1989 and the date on which the indebtedness to Mr. Smith was satisfied.

In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mr. Smith hereby conveys to Brown & Bigelow, Inc. all of the rights conveyed to him in the Trademark Collateral Assignment and the Loan Agreement. Mr. Smith assigns to Brown & Bigelow all right, title and interest (including security interest) in the Trademarks, and Mr. Smith releases, terminates and waives any interest, right or lien in the Trademarks, the goodwill, the equipment, inventory, manufacturing procedures, product specifications, and all claims for infringement by third parties.

With respect to the trademark applications or registrations listed on Exhibit A which have expired since April 14, 1989, Mr. Smith acknowledges that such expiration was consistent with the business interests of B&B and was with the consent of Mr. Smith.

The parties agree to execute such other documents or take any other steps which are necessary and consistent with this Agreement, at the expense of B&B.

This Release of Security Interest and Trademark Assignment document shall be governed and construed in accordance with the laws of Minnesota.

1/9/01  
Date

William D. Smith Sr.  
William D. Smith Sr.

BROWN & BIGELOW, INC.

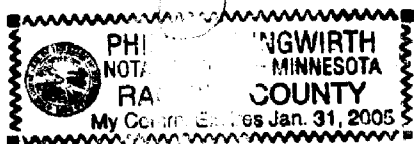
1/9/01  
Date

Name: William D. Smith Sr.  
Title: PRESIDENT

STATE OF MINNESOTA )  
  )  
COUNTY OF RAMSEY )

On this 9<sup>th</sup> day of ~~December, 2000~~ <sup>JANUARY 2001</sup> before me personally came William D. Smith Sr. to me known, who being duly sworn, did depose and say that he acknowledged that his execution of the above document is his free act.

Philip R. Ingwirth  
Notary Public



**EXHIBIT A**

**BROWN & BIGELOW U.S. TRADEMARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>M&amp;G No.</u>	<u>Status</u>
1) ARISTOCRAT	604,248	4/5/55	N/A	Expired 4/5/95
2) B&B	505,506	1/4/49	N/A	Expired 6/4/89
3) HOYLE	1,126,822	11/20/79	8809.72-US-02	Renewal due 11/20/09
4) HOYLE	1,325,654	3/19/85	8809.72-US-03	Renewal due 3/19/05
5) HOYLE	1,342,484	6/18/85	8809.72-US-04	Renewal due 5/15/04
6) KEYMATIC	545,918	7/31/51	N/A	Expired 7/31/91
7) MAVERICK	786,728	3/16/65	8809.171-US-01	Renewal due 3/16/05
8) P.G.C.	1,070,229	7/26/77	8809.128-US-01	Renewal due 7/26/07
9) REDI-SLIP	514,945	9/6/49	8809.189-US-01	Renewal due 7/6/09
10) REDI-SLIP	899,138	9/22/70	N/A	Expired 9/22/90
11) REDILITE	266,667	1/28/30	N/A	Expired 1/28/90
12) REDIPEN	515,360	9/20/49	N/A	Expired 9/20/89
13) REDIPEN	516,671	10/25/49	N/A	Expired 10/25/89
14) REDIPPOINT	573,607	4/28/53	N/A	Expired 4/28/93
15) REMELON	567,448	12/2/52	N/A	Expired 12/2/92
16) REMELON	592,895	7/27/54	N/A	Expired 7/27/94
17) REMEMBRANCE	565,878	10/28/52	N/A	Expired 10/28/92

**EXHIBIT A  
(Continued)**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>M&amp;G No.</u>	<u>Status</u>
18) REMEMBRANCE	585,614	2/16/54	8809.185-US-01	Expired 2/16/94
19) REMEMBRANCE	598,493	11/23/54	8809.185-US-02	Expired 11/23/94
20) REMEMBRANCE	515,522	9/27/49	N/A	Expired 9/27/89
21) REMEMBRANCE ADVERTISING (stylized)	628,438	6/5/56	8809.2-US-01	Renewal due 6/5/06
22) STAN-PAK	865,003	2/18/69	N/A	Expired 2/18/89
23) STARDUST	800,248	12/14/65	8809.129-US-01	Renewal due 12/14/05
24) TRUMP	1,083,939	1/31/78	8809.1-US-01	Renewal due 1/31/08
25) WIND-MASTER (stylized)	567,185	11/25/52	N/A	Expired 11/25/92
26) KENT & Design	1,015,776	7/15/75	8809.10-US-01	Renewal due 7/15/05
27) FLAG	1,318,095	2/5/85	8809.78-US-01	Renewal due 2/5/05
28) IDENTI-SIGN	1,311,050	12/25/84	8809.77-US-01	Renewal due 12/25/04
29) SHAKE'M & TAKE 'M		Unfiled	N/A	
30) VOLE		Unfiled	N/A	
31) DOUBLE TROUBLE		Unfiled	N/A	
32) DOT-O		Unfiled	N/A	

**EXHIBIT A  
(Continued)**

**BROWN & BIGELOW FOREIGN TRADEMARKS**

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>M&amp;G No.</u>	<u>Status</u>
AUSTRALIA	NU-VUE	A205,641	10/18/66	8809.192-AU-01	Registered
	MAVERICK	A448,688	3/29/89	8809.171-AU-01	Registered
CANADA	NU-VUE	169,094	5/15/70	N/A	Expired
	STARDUST	224,289	11/25/77	8809.129-CA-01	Registered
	TRUMP (Logo)	243,729	4/25/80	8809.171-CA-01	Registered
	P.G.C.	221,412	6/24/77	8809.128-CA-01	Registered
	TRUMP	290,450	4/27/84		Registered
	HOYLE	300,680	3/8/85	8809.72-CA-01	Registered
	MAVERICK	SN 396,589	filed 4/6/76	N/A	Abandoned
	IDENTI-SIGN	314,160	5/16/86	8809.77-CA-01	Registered
FIJI	MAVERICK	13,316	4/22/80	N/A	Expired
FRANCE	HOYLE	1,724,168	8/31/90	8809.72-FR-02	Registered
GERMANY	HOYLE	1,182,690	12/2/91	8809.72-DE-02	Registered
JAPAN	HOYLE	2,408,805	4/30/92	8809.72-JP-02	Registered
	HOYLE	2,392,766	3/31/92	8809.72-JP-03	Registered
NEW ZEALAND	MAVERICK	131,356	2/14/80	8809.171-NZ-01	Registered
	HOYLE	131,358	2/14/80		
TAIWAN	HOYLE	249,144	7/1/84	8809.72-TA-01	Registered