

02-27-2001

Docket No.:

041415/0007



Tab settings

To the Honorable Commissioner of Patents

101621776

attached original documents or copy thereof.

1. Name of conveying party(ies):

**FLEET CAPITAL CORPORATION**  
f/k/a **SHAWMUT CAPITAL CORPORATION**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State **RHODE ISLAND**  
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other **RELEASE OF SECURITY INTEREST**

Execution Date: **DECEMBER 21, 2000**

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

Name: **FURR'S SUPERMARKETS, INC.**

Internal Address:

Street Address: **4411 THE 25 WAY, N.E.**

City: **ALBUQUERQUE** State: **NM** ZIP: **87901**

☐ 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 ☒ N

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☒ N

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

SEE  
ATTACHED  
SCHEDULE

☒ Yes ☐ No

Additional numbers

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ **190.00**

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

**SCHULTE ROTH & ZABEL LLP - 500675**

DO NOT USE THIS SPACE

02/26/2001 AAHMED1 00000064 1337396

01 FC:481 40.00 CH  
01 FC:482 150.00 CH

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.

**PAUL A. JUERGENSEN**

Name of Person Signing

Signature

**FEBRUARY 5, 2001**

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002240 FRAME: 0765

# SCHEDULE 1A

## U.S. TRADEMARKS

<u>Mark</u>	<u>Registration No. or Application No.</u>	<u>Registration or Filing Date</u>
SACK 'N SAVE	1,337,396	05/21/85
BAG 'N SAVE (Stylized)	1,592,483	04/17/90
THE BOX	1,447,961	07/14/87
FARM PAC	760,111	11/12/63
FARM PAC and Design	817,089	10/18/66
SAVE 'N GAIN	1,574,048	12/26/89
HANSFEIN and Design	1,673,557	01/28/92

## **RELEASE OF SECURITY INTEREST**

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by FLEET CAPITAL CORPORATION F/K/A SHAWMUT CAPITAL CORPORATION, as collateral agent ("Releasor") in favor of FURR'S SUPERMARKETS, INC., a Delaware corporation ("Releasee").

WHEREAS, Releasee has heretofore executed and delivered that certain Trademark Assignment of Security ("Security Agreement") in favor of Releasor, pursuant to which Releasee assigned and granted to Releasor a security interest (the "Security Interest") in all right, title and interest of Releasee in and to the trademarks and trademark registrations and applications listed on Schedule 1A attached hereto and the applications and registrations thereof (the "Trademark Collateral");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1381/Frame 0142-00146 on July 18, 1995;

WHEREAS, Releasee has requested that Releasor release and discharge fully the Security Interest;

AND WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges fully the Security Interest related to the Trademark Collateral, and all other right, title and interest in the Trademark Collateral which may have been conveyed to Releasor (if any) pursuant to the Security Agreement, the Trademark Collateral Security Agreement (as defined in the Security Agreement) and/or the Sharing and Security Agreement (as defined in the Security Agreement), and Releasor reassigns any and all such right, title and interest it may have (if any) in and to the Trademark Collateral, together with the goodwill of the business symbolized thereby, to Releasee.

IN WITNESS WHEREOF, the Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 21st day of December, 2000.

FLEET CAPITAL CORPORATION F/K/A/  
SHAWMUT CAPITAL CORPORATION,  
AS COLLATERAL AGENT

By: [Signature]

Name: Christopher M. Garach

Title: vice president

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

ss.:

On this 21st day of December 2000, before me, the undersigned, personally appeared Christopher M. Garach, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

[NOTARY SEAL]

MERVIN E. HORST  
Notary Public, State of New York  
No. 31-5032586  
Qualified in New York County  
Commission expires August 29, 2002

SCHEDULE 1A

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RECORDED: 02/05/2001

TRADEMARK  
REEL: 002240 FRAME: 0769