

03-13-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

3/13/01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

40.00 DP
50.00 DP

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

TRADEMARK
REEL: 002249 FRAME: 0482

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)

Address (line 5)

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"/>	<input type="text"/>	<input type="text"/>	673,575	1,219,001	1,283,263
<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.)

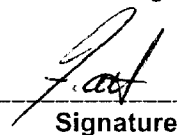
Deposit Account Number: #

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.

Frederick A. Avila
Name of Person Signing


Signature

3/8/01
Date Signed

ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release, granted on this 29th day of February, 2001, is made by THE BANK OF NEW YORK ("BNY"), as agent ("Agent") for BNY and CHASE MANHATTAN BANK (collectively, the "Existing Lenders") to SID HARVEY INDUSTRIES, INC., a New York corporation ("Assignor").

Recitals

Pursuant to the Trademark Collateral Assignment and Security Agreement, dated as of August 31, 2000 (the "Security Agreement"), Assignor has heretofore granted to the Agent, for the benefit of the Existing Lenders, a security interest in certain trademarks, trademark applications and tradenames (collectively, the "Trademarks") more particularly set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use of and symbolized by the Trademarks (the "Security Interests"), to secure the obligations of the Assignor to the Existing Lenders under the that certain Revolving Credit Agreement dated as of August 29, 1997, which was amended pursuant to a First Amendment to Loan Agreement dated as of March 31, 1998, a Second Amendment to Loan Agreement dated as of September 30, 1998, a Third Amendment to Loan Agreement dated as of September 8, 1999, a Fourth Amendment to Loan Agreement and Waiver dated as of February 23, 2000, a Fifth Amendment to Loan Agreement dated as of August 31, 2000, a Sixth Amendment to Loan Agreement and Waiver dated as of October 31, 2000 and a Seventh Amendment and Waiver dated as of November 30, 2000, in each case among the Assignor, the Agent and the Existing Lenders (the "Existing Credit Agreement");

The Agent and the Existing Lenders are, simultaneously with the execution and delivery hereof, releasing and terminating the Existing Credit Agreement and all related agreements, documents and instruments;

The Agent wishes to grant, assign and convey to Assignor, on behalf of the Existing Lenders, all of the Agent's and the Existing Lender's right, title and interest in and to the Trademarks listed in Schedule A hereto, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

The parties wish to release and to dissolve the Security Interests and any and all other liens and encumbrances in respect of the Trademarks and the goodwill of the business connected with and symbolized by the Trademarks.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent

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hereby grants, reassigns, conveys, releases, discharges, quitclaims and relinquishes unto the Assignor the Security Interests previously granted to the Agent for the benefit of the Existing Lenders by Assignor, which interests were recorded on September 18, 2000 at Reel 002148, Frame 0983 in the United States Patent and Trademark Office. The Agent further agrees to provide such assurance and to do such further acts and things as may be reasonably necessary to terminate and release the Security Interests.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be duly executed on the date first written above.

THE BANK OF NEW YORK, as Agent

By: James C. Bingham
James C. Bingham
Vice President

STATE OF NEW YORK
COUNTY OF NASSAU ss.:

On the 21st day of February, in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared James C. Bingham, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHAEL L. DORNBAUM
Notary Public, State of New York
No. 02004669450
Qualified in Nassau County 2002
Commission Expires April 21, 2006

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations			
Registration No.	Registration Date	Status	Mark
673,575	8/15/77	Active	Sid Harvey's
1,219,001	12/7/82	Active	Dyna-Couple (Block)
1,283,263	6/26/84	Active	Microw-Flow

Trademark Applications			
Application No.	Filing Date	Status	Mark
NONE			