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OMB 0651-0027



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U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

MAF 28 2001

3.25.01

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
- Change of Name
- Other

Effective Date  
Month Day Year  
09 01 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
09/01/2000

Formerly

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

75377836

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
- Corporation  Association
- Other

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.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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="75377836"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2067658"/>	<input type="text" value="1629405"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2081907"/>	<input type="text" value="1885216"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2168215"/>	<input type="text" value="2124390"/>	<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.

**Brian T. Jaenicke**  
Name of Person Signing

  
Signature

**3/28/01**  
Date

**RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

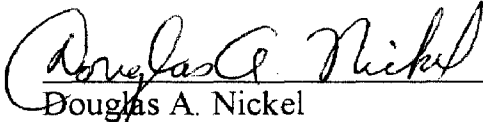
**WHEREAS, FIRST UNION NATIONAL BANK**, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139 holds a security interest in certain intellectual property assets of **PRIMO ANGELI, INC.**, (the "Pledgor") pursuant to a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of July 8, 1999; and

**WHEREAS**, the Grant of Security Interest, attached hereto as Exhibit A, given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement was recorded with the United State Patent and Trademark Office;

**NOW THEREFORE**, in consideration of the Pledgor's satisfaction of its obligations under the Credit Agreement referred to in the Security Agreement, the Administrative Agent hereby releases, transfers and assigns unto the Pledgor, its successors and assigns, the entire right, title and interest in and to all of Pledgor's registered trademarks and applications therefor as set forth in the Security Agreement and as listed in Schedule A to Exhibit A attached hereto.

**IN WITNESS WHEREOF**, Secured Party, by its duly authorized officer, has executed this Release on this 1<sup>st</sup> day of September, 2000.

**FIRST UNION NATIONAL BANK,**  
as Administrative Agent

By:   
\_\_\_\_\_  
Douglas A. Nickel  
Vice President

State of North Carolina        )  
  ) ss:  
County of \_\_\_\_\_        )

On this \_\_\_\_\_ day of September, 2000, before me, a Notary Public in and for the above County and State, personally appeared the above named Douglas A. Nickel, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose set forth herein.

\_\_\_\_\_  
Notary Public

**GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

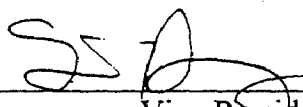
**WHEREAS, PRIMO ANGELI INC.**, (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks"); and

**WHEREAS**, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of July 8, 1999, in which the Pledgor has agreed with First Union National Bank, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139, to execute this Assignment;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant of Security Interest has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Grant of Security Interest are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

**PRIMO ANGELI INC.**

By:

  
\_\_\_\_\_  
Tim Donmoyer, Vice President

**I. U.S. TRADEMARK REGISTRATION APPLICATIONS**

<b>SUBSIDIARY</b>	<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
Primo Angeli, Inc.	MAKING PEOPLE RESPOND	75/377,836	10/23/97

**II. U.S. TRADEMARK REGISTRATIONS**

<b>SUBSIDIARY</b>	<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
Primo Angeli, Inc.	FULL MARKET DRESS	2,067,658	06/03/97
Primo Angeli, Inc.	POSITION ACCESS (Stylized)	2,081,907	07/22/97
Primo Angeli, Inc.	PRESEARCH ACCESS and Design	2,168,215	06/23/98
Primo Angeli, Inc.	PRIMO ANGELI	1,629,405	12/25/90
Primo Angeli, Inc.	RAPIDACCESS (Stylized)	1,885,216	03/21/95
Primo Angeli, Inc.	TRADEACCESS (Stylized)	2,124,390	12/23/97