

08-14-2001

VER SHEET ONLY



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8-7-01 Lab settings

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies): Harris Trust and Savings Bank

8-7-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Illinois Banking Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release of Trademark Collateral Agreement

July 30, 2001

Execution Date:

2. Name and address of receiving

Name: Anicom, Inc.

Internal Address:

Street Address: 940 South Frontage Rd, Ste. 1500

City: Woodridge State: IL Zip: 60517

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State Delaware

Other

If assignee is not domiciled in the United States, a designation is attached: Yes No

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

4. Application number(s) or trademark

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

B. Trademark Registration 1,703,031; 2,149,590

Additional numbers attached? No

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

RETURN TO: FEDERAL RESEARCH CORP. 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

6. Total number of applications and registrations 2

7. Total fee (37 CFR) \$65.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

8/13/2001 TBIAZ1 00000059 1703031

FC:481 40.00 09 FC:482 25.00 09

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 of the original document.

Todd Ramstrom Name of Person

Todd Ramstrom Signature

08/03/01

Date

Total number of pages including cover sheet, attachments, and document 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK REEL: 002348 FRAME: 0057

**RELEASE OF TRADEMARK
COLLATERAL AGREEMENT**

THIS RELEASE is made as of this 30th day of July, 2001, by Harris Trust and Savings Bank, an Illinois banking corporation, as agent ("Harris Bank"), in favor of Anicom, Inc., a Delaware corporation ("Anicom"), and is being made at the request of Anicom in connection with the sale of certain trademarks, as listed on Exhibit A attached hereto, pursuant to the Order (A) Authorizing Debtors to Employ and Retain Liquidation Consultants and Approving Agreements for the Liquidation of Debtors' Inventory and Collection of Debtors' Accounts Receivable; and (B) Authorizing the Debtors to Sell Inventory Outside the Ordinary Course of Business.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Harris Bank 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, in each instance only with respect to those listed on Exhibit A attached hereto (the "Trademark Collateral"), which liens and security interests were established under and pursuant to the Trademark Collateral Agreement recorded in the U.S. Patent and Trademark office on September 8, 2000, at Reel 2141 Frame 0668 dated as of August 31, 2000 (the "Security Agreement"), *provided however*, (1) nothing contained in this Release shall release or waive the liens and security interests of Harris Bank in the proceeds, in whatever form, received on account of the sale of any or all of the Trademark Collateral; (2) all proceeds, in whatever form, received on account of the sale of any or all of the Trademark Collateral shall be applied pursuant to the terms of the Final Order Authorizing the Use of Cash Collateral and Providing Adequate Protection Therefor (the "Cash Collateral Order"); and (3) nothing contained in this Release shall release or waive any other liens and security interests of Harris Bank as provided for in the Cash Collateral Order and the Pre-Petition Agreements (as defined in the Cash Collateral Order), including, without limitation, the Security Agreement. All obligations and duties under the Security Agreement to the extent they relate solely to the items listed on Exhibit A attached hereto, are hereby released and terminated and Harris Bank 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 Security Agreement to the extent they relate solely to the items on Exhibit A attached hereto, *provided however*, that nothing contained in this Release shall release or waive any other rights, claims, demands and causes of action of Harris Bank as to collateral other than the Trademark Collateral or as to other rights under the Security Agreement, other Pre-Petition Agreements (as defined in the Cash Collateral Order) and the Cash Collateral Order.

This Release shall be binding upon Harris Banks' legal representatives, assigns and successors.

HARRIS TRUST AND SAVINGS BANK, an
Illinois banking corporation, as Agent

By: *Diana Williams*
Name: DIANA WILLIAMS
Title: SR. VICE PRESIDENT

EXHIBIT A
TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
United States	Northflex	1,703,031	07/28/92
United States	Rapi-Change	2,149,590	04/07/98

STATE OF ILLINOIS)

COUNTY OF COOK)

On July 30, 2001, before me, DIANA WILLIAMS, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the foregoing instrument.

WITNESS my hand and official seal.
Carole A. Flisnik

