

RE

11-28-2001

D

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/20) Tab settings



101902119

HEET Y U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Michigan National Bank As Successor in Interest to Mellon Bank, N.A. 8-29-01
Individual(s) Association General Partnership Limited Partnership Corporation-State Other National Banking Association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Full Line Distributors, Inc. Internal Address: Street Address: 1200 Airport Drive City: Canton State: GA 30014
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Georgia Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 11-19201
Assignment Merger Security Agreement Change of Name
Other Release of Security Interest Execution Date: August 10, 2001

4. Application number(s) or registration number(s) A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,705,104 1,705,105 1,484,366 1,318,241 2,319,136
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David R. Haarz Internal Address: Dickinson Wright PLLC Suite 800 Street Address: 1901 L Street, N.W. City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 08-29-2001 U.S. Patent & TMO/TM Mail Rpt. Dt. #40 (Attach duplicate copy of this page if paying by deposit account)

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. David R. Haarz Name of Person Signing Signature August 29, 2001 Date Total number of pages including cover sheet, attachments, and document: 4

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

09/05/2001 LINDLER 0000068 1705104 01 FC:441 02 FC:442 40.00 OP 100.00 OP

TRADEMARK REEL: 002400 FRAME: 0510

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of August \_\_, 2001 ("Effective Date") by and between Full Line Distributors, Inc. (f/k/a L.A. T Sportswear, Inc.) ("Debtor"), and Michigan National Bank, successor in interest to Mellon Bank, N.A., as Agent, and the Lenders (as such terms are defined in the Loan and Security Agreement between such parties dated as of April 29, 1996 (as amended));

**WHEREAS**, Debtor and Agent entered into the Trademark Security Agreement (the "Trademark Security Agreement") dated as of April 29, 1996 pursuant to the terms and conditions of the Loan and Security Agreement;

**WHEREAS**, pursuant to the terms and conditions of the Trademark Security Agreement, Debtor granted to Agent a continuing security interest in and to the Trademarks (as defined in the Trademark Security Agreement), including but not limited to the trademarks, service marks and trade names set forth on Schedule A attached hereto; and

**WHEREAS**, Debtor has paid all of its outstanding indebtedness to Agent;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders have authorized the Agent to release and Agent hereby releases its security interest in and reassigns, transfers and conveys to Debtor, all right, title and interest which Agent has in and to the Trademarks.


Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks.

Agent shall, at Debtor's expense, take all further actions, and provide to Debtor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Debtor to more fully and effectively effectuate the purposes of this Release.

***{SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS FOLLOWS}***

**IN WITNESS WHEREOF**, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**MICHIGAN NATIONAL BANK**  
(as successor in interest to Mellon Bank, N.A.)

  
\_\_\_\_\_  
LA Salle Bus. Credit, Inc. AS AGENT FOR MNB

Name: Roger Attix  
Title: Vice President

STATE OF Georgia )  
  ) SS.  
COUNTY OF Gwinnett )

On this 10 day of August, there appeared before me ROGER J ATTIX, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Michigan National Bank.

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

**{SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS}**

**SCHEDULE A**  
**U.S. TRADEMARK REGISTRATIONS**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,705,104	8/4/92	L.A.T FOR KIDS & DESIGN
1,705,105	8/4/92	L.A.T SPORTSWEAR & DESIGN
1,484,366	4/12/88	L.A.T & DESIGN
1,318,241	2/5/85	RABBIT SKINS & DESIGN
2,319,136	2/15/00	L.A. T SPORTSWEAR & DESIGN