

12-07-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) RI

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



RE

To the Honorable Commissioner of Patents and Trademarks

101910380

Documents or copy thereof.

RE 12-7-01 ME 9-5-50

1. Name of conveying party(ies):

Dancorp Investors, Inc.

09/05/01

- Individual
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Agreement
- Merger
- Change of Name

Execution Date: August 24, 2001

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

Name: Manufacturers and Traders Trust Company

Internal Address: _____

Street Address: One M&T Plaza

City: Buffalo State: NY ZIP: 14203

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporate-State
- Other New York banking corporation

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

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

A. Trademark Application No.(s) 75/822,501 (pending); 75/668,754 (abandoned-failure to respond); mark application for Real Golf's Walk (pending - no registration number)

B. Trademark registration No.(s): 2,016,536; 1,961,806; 1,756,177; 1,763,743; 2,236,103; 2,297,041; 2,224,654

Additional numbers attached? Yes No

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

Name: Elizabeth M. Crassweller, Paralegal

Internal Address: Stradley Ronon Stevens & Young, LLP

Street Address: 2600 One Commerce Square

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41):..... \$ **265.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

NOT APPLICABLE

(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.

Elizabeth M. Crassweller
Person Signing

Elizabeth M. Crassweller
Signature

August 29, 2001
Date

Total number of pages comprising cover sheet: 1

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

09/07/2001 TDIAZ1 00000190 75822501

01 FC:481 40.00 OP
02 FC:482 225.00 OP

TRADEMARK
REEL: 002404 FRAME: 0178

**TERMINATION OF TRADEMARK COLLATERAL SECURITY AND PLEDGE
AGREEMENT**

WHEREAS, Dancorp Investors, Inc., a Delaware corporation ("Dancorp") having an address of 1635 Commons Parkway, Macedon, NY 14502, is the owner of the Trademarks, applications and registrations therefor (the "Trademarks") listed on Schedule A hereto and the goodwill of the business associated therewith; and

WHEREAS, pursuant to a certain General Security Agreement dated April 18, 2000, between Dancorp and Manufacturers and Traders Trust Company, a New York banking corporation with offices located at One M & T Plaza, Buffalo, New York 14203 (the "Bank"), as supplemented by that certain Trademark Collateral Security and Pledge Agreement dated April 18, 2000, between Dancorp and the Bank, Dancorp granted to the Bank, *inter alia*, a first priority security interest in and to the Trademarks, the registrations thereof, and the goodwill associated therewith; and

WHEREAS, the parties now desire to terminate the Bank's security interest in the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and other good and valuable consideration and intending to be legally bound hereby, the Bank hereby agrees as follows:

1. Effective as of the date hereof, the Trademark Collateral Security and Pledge Agreement is hereby terminated, and of no further force or effect.
2. The Bank hereby releases its security interest and conveys back to Dancorp all of the Bank's interest in and to the Trademarks, the registrations thereof and the goodwill associated therewith.
3. The Bank agrees to execute such statements or other documents, as may from time to time be determined to be reasonably necessary, to evidence the release of any and all liens or interests of record in the Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Termination of Trademark Collateral Security and Pledge Agreement as of this 24th day of August, 2001.

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: Philip L. Pecora
Name: PHILIP L. PECORA
Title: VICE PRESIDENT

Doc. #449239 v.0449239 08/07/01 5:32 PM

**TRADEMARK
REEL: 002404 FRAME: 0179**

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
The Cruiser	2,016,536	11/12/96
Delight	1,961,806	3/12/96
Izzo & Design	1,756,177	3/2/93
Izzo Systems & Design	1,763,743	4/6/93
Miscellaneous Design (Design Only)	2,236,103	3/30/99
Protectair	2,297,041	11/30/99
Izzo Cup	2,224,654	2/16/99

PENDING APPLICATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Comfort Swivel	75/822,501 (Pending)	10/14/99 Pub. 6/27/00
Real Golf's A Walk	Pending (no number)	Current
Whisper	75/668,754 (abandoned – failure to respond)	3/26/99