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

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

101924773

Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies): 12/17/01
Fleet National Bank
 (fka BankBoston, N.A.)

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: Pacific Direct Marketing Corp.
 Internal
 Address: _____
 Street Address: 8356 Central Avenue
 City Newark State: CA Zip: 94560

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination and Release of Amended and Restated Trademark Collateral Security and Pledge Agreement

Execution Date: October 30, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/244960
75/244961

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Jean M. Maxwell
 Name: Trademark Legal Assistant Coordinator

Internal Address: _____
Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50/1646

(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.

Jean M. Maxwell
 Name of Person Signing

Jean Maxwell
 Signature

December 17, 2001
 Date

Total number of pages including cover sheet, attachments, and document: 2

12/26/2001 **AWMED1** 00000014 501646
 01 FC:481
 02 FC:482

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

TRADEMARK
REEL: 002412 FRAME: 0238

TERMINATION AND RELEASE
OF AMENDED AND RESTATED
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

PACIFIC DIRECT MARKETING CORP.

TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of October 30, 2001, by **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent") for itself and the other lending institutions (hereinafter collectively the "Banks"), in connection with the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of June 11, 1998 (as heretofore amended, and in effect, the "Credit Agreement"), by and among Pacific Direct Marketing Corp., a California corporation (the "Company"), certain affiliates of the Company, the Agent and the Banks.


WHEREAS, in connection with the Credit Agreement, the Company and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of June 11, 1998 (the "Trademark Agreement"), which Trademark Agreement was recorded January 10, 2000 with the United States Patent and Trademark Office at Reel 002015, Frame 0653 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Company granted to the Agent a security interest in, and granted, assigned and conveyed to the Agent, by way of collateral security, the Company's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Company its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Company, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

FLEET NATIONAL BANK,
as Agent

By: 
Name: George A. Nicholson
Title: VP

PACIFIC DIRECT MARKETING CORP.'S TRADEMARKS

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>

Pacific Link	75/244960	02/20/97
Miscellaneous Design	75/244961	02/20/97