

02-01-2002



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

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

101968301

TRADEMARK ONLY

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):

Fleet Capital Corporation

2-1-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release.

Execution Date: January 24, 2002

2. Name and address of receiving party(ies)

Name: Apple Plastics, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 3100 E. Harcourt Street  
Rancho Dominguez  
City: \_\_\_\_\_ State: CA Zip: 90221

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1626029

Additional number(s) attached  Yes  No

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

Name: Gary D. Samson, Esq.

Internal Address: \_\_\_\_\_

Orrick, Herrington & Sutcliffe LLP

Street Address: 3200 S. Figueroa Street  
Suite 3200

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Joel Kabakoff

Name of Person Signing

Signature

1/30/02

Date

Total number of pages including cover sheet, attachments, and document: 4

02/04/2002 6TON11 00000030 1626029

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40.00 OP

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

TRADEMARK  
REEL: 002434 FRAME: 0858

2-1-02

RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release") is made as of January 24, 2002, by Fleet Capital Corporation ("Fleet"), the secured party under that certain Security Agreement referred to below.

WITNESSETH:

WHEREAS, Apple Plastics, Inc., a California corporation ("Borrower"), executed that certain Grant of Security Interest Trademarks (the "Security Agreement") dated as of August 23, 2000 pursuant to which Borrower granted a security interest to Fleet in certain trademarks and other intellectual property of Borrower; and

WHEREAS, said Security Agreement was recorded with the Assignment Branch of the United States Trademark Office on September 26, 2000 at Reel 2147, Frame 536; and

WHEREAS, Fleet has agreed to release all its rights under such Security Agreement, including, without limitation, in the trademarks and applications therefor identified on Exhibit A attached hereto and made a part hereof (the "Released Collateral"), and to reconvey any and all rights in the Released Collateral to Borrower.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, receipt of which is hereby acknowledged, Fleet hereby releases all its rights in and to the Released Collateral, reconveys to the persons legally entitled thereto all of Fleet's right, title and interest in and to the Released Collateral, releases all other rights it may have under said Security Agreement with respect to the Released Collateral and cancels such Security Agreement in its entirety, all without warranty or representation of any kind.

IN WITNESS WHEREOF, Fleet has caused this Release to be duly executed on the date first above written.

FLEET CAPITAL CORPORATION

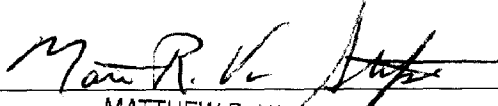
By:   
Name: MATTHEW R. VAN STEENHUYSE  
Title: SENIOR VICE PRESIDENT

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>
Apple (words and design)	12/4/90	1626029

TRADEMARK APPLICATIONS

None.

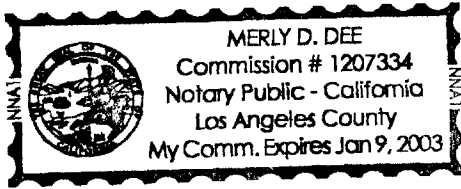
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

On Jan. 28, 2002, before me, Merly D. Dee, Notary Public,  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Matthew R. Van Steenhuyse,  
Name of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Merly D. Dee  
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer  
Senior Vice President  
Title(s)
- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Release of Trademark Collateral  
Title or Type of Document

2  
Number of Pages

Jan. 24, 2002  
Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)  
Fleet Capital Corporation

None  
Signer(s) Other Than Named Above

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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 Other \_\_\_\_\_

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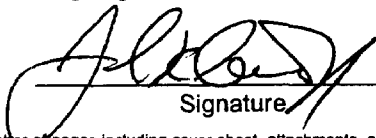
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By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

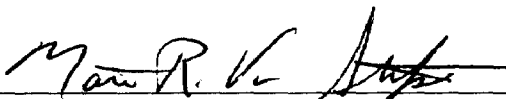
  
MATTHEW B. VAN STEENHUYSE  
SENIOR VICE PRESIDENT

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) ss.
COUNTY OF Los Angeles )

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Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Matthew R. Van Steenhuyse
Name of Signer(s)

[X] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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[X] Corporate Officer
Senior Vice President
Title(s)
[ ] Partner(s) [ ] Limited
[ ] General
[ ] Attorney-In-Fact
[ ] Trustee(s)
[ ] Guardian/Conservator
[ ] Other:

DESCRIPTION OF ATTACHED DOCUMENT

Release of Trademark Collateral
Title or Type of Document
2
Number of Pages
Jan. 24, 2002
Date of Document
NONE
Signer(s) Other Than Named Above

Signer is Representing:
Name of Person(s) or Entity(ies)
Fleet Capital Corporation