

3120102

04-05-2002



102044977

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

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): Bankers Trust Company One Bankers Trust Plaza New York, New York 10006 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Commercial Bank Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Premier One Products, Inc. Internal Address: Street Address: 1400 Kearns Blvd, 2nd Flr City: Park City State: UT Zip: 84060 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] 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 [x] Other Release Execution Date: 01/28/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Danice Kowalczyk, Esq. Internal Address: White & Case Street Address: 1155 Avenue of the Americas City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$ 115.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 23-1705

DO NOT USE THIS SPACE

9. Signature: Danice Kowalczyk, Esq. Signature: [Handwritten Signature] Date: 02/21/02 03/17/02

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

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

04/05/2002 6TON11 00000005 2070762

01 FC:481 40.00 OP 02 FC:482 75.00 OP

TRADEMARK REEL: 002475 FRAME: 0717

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
JEWEL OF THE ORIENT	2,070,762	06/10/97
RAW ENERGY	2,008,477	10/15/96
PREMIER ONE	1,878,421	02/14/95
PREMIER ONE	1,509,455	10/18/88

TRADEMARK RELEASE

This Release granted on this 28th day of January, 2002, by Bankers Trust Company, as Collateral Agent ("Collateral Agent"), to Premier One Products, Inc., a Delaware corporation with principal offices at 1400 Kearns Boulevard, 2nd Floor, Park City, Utah 84060 ("Assignor"), as follows:

W I T N E S S E T H

WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Security Agreement, dated February 25, 1998 (as amended from time to time), between the Collateral Agent and the Assignor (the "Security Agreement")); and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after February 25, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly

recorded on March 24, 1998 at Trademark Reel 1706, Frame 0398 in the United States Patent and Trademark Office.

* * *

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,

has caused this instrument to be executed under seal on the date first written above.

Dated: January __, 2002

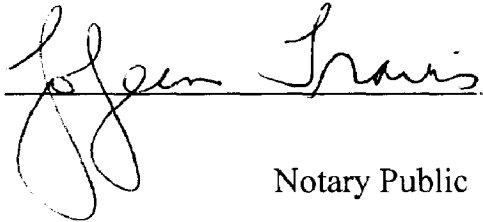
BANKERS TRUST COMPANY,
as Collateral Agent

By *Mary Kay Coyle*
Name:
Title: **Mary Kay Coyle**
Managing Director

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this ____ day of January, 2002, before me personally appeared MARY KAY

COYLE, to me known who, being by me duly sworn, did depose and say that ~~he~~/she is
MANAGING DIRECTOR of Bankers Trust Company described herein and which executed the
foregoing instrument and that ~~he~~ signed ^{her} ~~his~~ name thereto pursuant to the authority granted by
CORPORATION.



Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003