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(Rev. 03/01) OMB No. 0551-0027 (exp. 5/31/2002)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Pateri Hademarks: F	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):  SunTrust Bank  □ Individual(s) □ General Partnership □ Corporation-State □ Other a Georgia banking corporation  Additional name(s) of conveying party(ies) attached? □ Yes □ No  3. Nature of conveyance: □ Assignment □ Security Agreement □ Security Agreement □ Change of Name □ Other Release of Security Interest  Execution Date: May 14, 2002	2. Name and address of receiving party(ies)  Name: Fabrica International Internal Address:  Street Address: 2801 Pullman Street  City: Santa Ana State: California Zip: 92705  Individual(s) citizenship  Association  General Partnership  Limited Partnership  Corporation-State  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) See attached
Additional number(s) at	tached 🖾 Yes 🗔 No
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Erin R. Spector	6. Total number of applications and registrations involved: 10  7. Total fee (37 CFR 3.41)
Internal Address: Parker, Hudson, Rainer & Dobbs	Enclosed  Authorized to be charged to deposit account
Street Address: 285 Peachtree Center Avenue #1500	8. Deposit account number:

9. Statement and signature.

City: Atla ita

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May 31, 2002

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

## EXHIBIT A

## **FABRICA INTERNATIONAL**

TRADEMARK	OWNER	APPLICATION/ REGISTRATION NO.	SERIAL/ REGISTRATION DATE	STATUS
BRITTANY	Fabrica International	61618	05/20/80	Renewed
CANTAM AR	Fabrica International	1079956	12/20/77	Renewed
CHEZ	Fabrica International	1278126	05/15/84	Registered
FABRICA (words on y)	Fabrica International	1933279	11/07/95	Registered
FABRICA (stylized letters)	Fabrica International	1369197	11/05/85	Registered
FABRICA INTERNATIONAL (words on y)	Fabrica International	1933280	11/07/95	Registered
FABRICAQUALITY WITHOU   COMPRC MISE (words only)	Fabrica International	1253069	10/04/83	Registered
NATURAL WONDER	Fabrica International	1137981	07/22/80	Registered
R.S.V.P.	Fabrica International	1188756	02/02/82	Registered
THE ESSENCE OF CALIFORNIA CREATIVITY	Fabrica International	1170344	09/22/81	Registered

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TRADEMARK REEL: 002535 FRAME: 0921

## RELEASE OF COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS)

FOR VALUE RECEIVED, the undersigned, SUNTRUST BANK, as Collateral Agent, (the "Secured Party"), does hereby grant, assign and convey absolutely, and release any security interest or collateral assignment in, unto FABRICA INTERNATIONAL, a California corporation (the "Grantor"), WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLL AND WITHOUT RECOURSE, all of its right, title and interest, in, to and under (i) the trademarks, tradenames and service marks listed on Exhibit A hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of the Assignor's business connected with and symbolized by such trademarks, tradenames and service marks (collectively, the "Trademarks") to the extent any of the foregoing was transferred to the Assignee and filed in the United States Patent and Trademark Office on December 18, 2000 at Reel (02255 Frame 0812.

IN WITNESS WHEREOF, the Assignee has caused this Release of Collateral Assignment and Security Assignment (Trademarks) to be executed under seal by one of its a duly authorized officers on this 44 day of May, 2002.

SECURED PARTY:

SUNTRUST BANK, as Collateral Agent

By: Kristina L. Anderso

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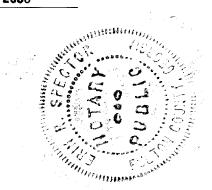
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STATE OF GEORGIA	)
	) ss.:
COUNTY OF FULTON	)
The foregoing Release o	f Collateral Assignment and Security Assignment (Trademarks before me this day of May, 2002 by personally known to me to be the
was executed and acknowledged	l before me this // day of May, 2002 by
Krittra Hades	personally known to me to be the
Director	of SUNTRUST BANK, as Collateral Agent.
	7 Danto
	Chup, HUOC
	Notary Public

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My commission expires:

NOTARY PUBLIC FULTON COUNTY. GEORGIA
MY COMMISSION EXPIRES JANUARY 07 2006



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**RECORDED: 06/28/2002** 

TRADEMARK
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