

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): Fleet Capital Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

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

Execution Date: 07/30/2002

2. Name and address of receiving party(ies)

Name: Hooker Industries, Inc.

Internal Address:

Street Address: 1024 West Brooks Street

City: Ontario State: CA Zip: 91762

- 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) 2075292 2075291 2351121 2352544 2119778 2075294

Additional number(s) attached Yes No

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

Name: Douglas L. Hendricks

Internal Address: Morrison & Foerster LLP

Street Address: 425 Market Street

City: San Francisco State: CA Zip: 94105-2482

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-1952 (Ref. 51270/16)

DO NOT USE THIS SPACE

9. Signature.

Douglas L. Hendricks Name of Person Signing

Signature

8/26/02 Date

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

4

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

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of July ~~30~~, 2002, executed by Fleet Capital Corporation ("Secured Party") releasing all security interests of Secured Party in the Encumbered Trademarks/Licenses (as defined below) owned by Hooker Industries, Inc. ("Debtor").

RECITALS

WHEREAS, Debtor granted Secured Party a security interest (the "Security Interest") in the Encumbered Trademarks/Licenses (as defined below) pursuant to that Trademark and License Security Agreement dated as of December 29, 2000 (the "Security Agreement"), recorded in the United States Patent and Trademark Office on March 21, 2001 at Reel/Frame No. 002263/0758;

WHEREAS, the Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Encumbered Trademarks/Licenses. "Encumbered Trademarks/Licenses" shall mean the Trademarks (as defined in the Security Agreement), all goodwill connected with and symbolized by such Trademarks, and the Licenses (as defined in the Security Agreement). The Encumbered Trademarks/Licenses shall include, without limitation, the property listed on Schedule A attached hereto and incorporated by reference herein.

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Encumbered Trademarks/Licenses, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Trademarks/Licenses, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Trademarks/Licenses or any one of them, and the right to sue for and collect the same.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

Fleet Capital Corporation

By: Edward M. [Signature]

Name: Edward M. [Signature]

Title: SLP

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

On July 30, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Edward M. Bartkowski, 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(ies) upon behalf of which the person(s) acted executed the instrument.




WITNESS my hand and official seal.

Kelly Ehrhart

My commission expires on 3/26/06



SCHEDULE A

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Reel/Frame
HOOKER HEADERS	United States	75/065,251	02/29/96	2,075,292	07/01/97	2263/0758
HOOKER HEADERS and Design 	United States	75/065,250	02/29/96	2,075,291	07/01/97	2263/0758
I LOVE MY HOOKER HEADERS and Design 	United States	75/353,168	09/08/97	2,351,121	05/23/00	2263/0758
STEP TUNED	United States	75/467,183	04/13/98	2,352,544	05/23/00	2263/0758
TUNED FLOW	United States	75/210,015	12/09/96	2,119,778	12/09/97	2263/0758
CASLER PERFORMANCE PRODUCTS and Design 	United States	75/065,324	02/29/96	2,075,294	07/01/97	2263/0758