

07-15-2002



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

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

1. Name of conveying party(ies):

Bank One, Wisconsin

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (WI)
☐ 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: June 6, 2002

2. Name and address of receiving party(ies):

Name: **The Cops Corporation**

Internal Address: _____

Street Address: 2828 Wayne Street

City: Stevens Point State: WI ZIP: 54481

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Wisconsin
☐ 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)

**1,610,215 ; 1,610,216 ; 1,610,851 ; 1,610,852 ; 1,610,853
1,610,854 ; 1,610,855 ; 2,213,971 ; 1,968,152**

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41): _____ \$240.00

- ☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.

Name of Person Signing

Robyn Rahbar

Signature

7/8/02

Date

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

01 FC:481
02 FC:482

40.00 DP
200.00 DP

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

TRADEMARK
REEL: 002543 FRAME: 0199

**RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release") is made as of June 6, 2002 ("Effective Date") by and between The Copps Corporation, a Wisconsin corporation, with its principal office at 2828 Wayne Street, Stevens Point, Wisconsin 54481 (the "Assignor") and Bank One, Wisconsin, as Collateral Agent, a Wisconsin corporation, with its principal office at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (the "Assignee").

WHEREAS, pursuant to the terms and conditions of that certain Security Interest in United States Trademarks by and between Assignor and Assignee dated May 16, 2001 (the "Security Interest"), Assignor granted to Assignee a continuing security interest in and to all of Assignor's right, title and interest in and to all of the trademark registrations and trademark applications owned by Assignor (collectively, the "Trademarks"), including, without limitation, the United States trademarks and trademark applications set forth on Schedule A attached hereto; and

WHEREAS, the Assignment of Security Interest was recorded with the United States Patent and Trademark Office ("PTO") on May 31, 2001, at Reel 2260, Frame 0254; and

WHEREAS, Assignor has paid all of its outstanding indebtedness to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Security Interest, the Assignee hereby states as follows:

The Assignee hereby terminates, releases and discharges its Security Interest in the Trademarks, including without limitation the trademarks listed on Schedule A (attached hereto), and any right, title or interest of the Assignee in such Security Interest shall hereby cease and become void.

Assignee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, trademark application, owned by Assignor, other than those of the foregoing applications set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE COPPS CORPORATION

By: Edward G. Kitz

Name: _____

Title: _____

STATE OF Illinois)
COUNTY OF Cook) SS.

On this 6 day of June, 2002 there appeared before me Edward G. Kitz, personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of The Copps Corporation.

Michelle DeAndrea
Notary Public



SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
COPPS & DESIGN	1,610,215	8/14/90
COPPS & DESIGN	1,610,216	8/14/90
COPPS & DESIGN	1,610,851	8/21/90
COPPS & DESIGN	1,610,852	8/21/90
COPPS & DESIGN	1,610,853	8/21/90
COPPS & DESIGN	1,610,854	8/21/90
COPPS & DESIGN	1,610,855	8/21/90
COPPS KEY SAVING CLUB	2,213,971	12/29/98
SINGLE SELECT SERVING SIZED FOR 1 & DESIGN	1,968,152	4/16/96

U.S. Trademarks - Pending

None.