

07-25-2002

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



102167536

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):

**BANK OF AMERICA, N.A.**

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

Other **NATIONAL BANKING ASSOCIATION**

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name

Other **TERMINATION OF SECURITY INTEREST**

Execution Date: **JUNE 27, 2002**

2. Name and address of receiving party(ies)

Name: **BENCHMARK INDUSTRIES, LLC**

Internal Address:

Street Address: **1880 IOWA AVENUE, SUITE 100**

City: **RIVERSIDE** State: **CA** Zip: **92507**

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

Other **DELAWARE-Limited Liability Company**

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) **SEE SCHEDULE 1**

B. Trademark Registration No.(s) **SEE SCHEDULE 1**

Additional number(s) attached  Yes  No

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

Name **WANSUN SONG, ESQ.**

Internal Address

**PILLSBURY WINTHROP LLP**

Street Address: **725 SOUTH FIGUEROA STREET**

City: **LOS ANGELES** State: **CA** Zip: **90017-5406**

6. Total number of applications and registrations involved: .....14.....

7. Total fee (37 CFR 3.41).....\$ **365.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: **03-3975**

(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*

**WANSUN SONG**

Name of Person Signing

Signature

**7/16/02**

Date

Total number of pages including cover sheet, attachments, and document: **3**

OFFICE OF RECORDS  
JUL 16 AM 9:30  
FINANCE SECTION

07/24/2002 09:01:01 00000186 R1920434

01 FC:481

40.00 OP

02 FC:482

325.00 OP

**TRADEMARK  
REEL: 002549 FRAME: 0866**

**SCHEDULE 1**

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>COUNTRY</u>
B (Design)	R1920434	September 19, 1995	USA
B (Design)	R1932787	November 7, 1995	USA
BENCHMARK	R1373693	December 3, 1985	USA
BENCHMARK	R1950335	January 23, 1996	USA
BENCHMARK	R1194002	April 20, 1982	USA
BENCHMARK	R1269226	March 6, 1984	USA
BENCHMARK CLOCK CO.	R1117647	May 8, 1979	USA
BENCHMARK EXPRESS HOME FURNISHINGS SUPER STORE!	R1881671	Feb. 28, 1995	USA
CUTTING EDGE CONCEPTS	R2331659	March 21, 2000	USA
HOME CINEMA DESIGNS	R1851500	Aug. 30, 1994	USA
PERMA-RAIL	R2277473	Sept. 14, 1999	USA
HOROLOGICAL INSTRUMENTS (Design)	R2325837	March 7, 2000	USA
BEHOME	R2368780	September 15, 1999	USA
BENCHMARK	R75799610	September 15, 1999	USA

**TERMINATION OF SECURITY INTEREST**

THIS TERMINATION OF SECURITY INTEREST is made effective as of 27 June, 2002 (the "Effective Date") by Bank of America, N.A., as Administrative Agent ("Bank of America").

WHEREAS, Benchmark Industries, LLC ("Benchmark") granted Bank of America, N.A., as Administrative Agent, a security interest in the trademarks listed on Schedule 1 by instrument which was recorded in the United States Patent and Trademark Office on June 29, 2000 under Reel/Frame No. 002107/0727 (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of America hereby (1) releases, discharges and disclaims, any lien, security interest, pledge and/or assignment created in its favor which burdens the Trademarks, and (2) grants, assigns and conveys, without covenant or warranty, express or implied, all of Bank of America's right, title and interest in the Trademarks to Benchmark.

IN WITNESS WHEREOF, the undersigned has caused this Termination of Security Interest to be executed by a duly authorized representative as of the date first written above.

BANK OF AMERICA, N.A., as  
Administrative Agent

By: [Signature]  
Name: Charles W. Davis  
Title: Service Director

STATE OF Missouri )  
 ) ss:  
City OF ST. Louis )

On this 27<sup>th</sup> day of JUNE, 2002, personally before me came Charles W. Davis, known to me, and known to me to be the person described and who signed the foregoing document, and, being duly sworn, acknowledged that he executed the same.

[Signature]  
Notary Public

**IVYE HUMPHREY**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My Commission Expires: 1-24-05



**PILLSBURY WINTHROP LLP**

725 SOUTH FIGUEROA STREET SUITE 2800 LOS ANGELES, CA 90017-5406 213.488.7100 F: 213.629.1033

July 16, 2002

Kevin R. Davis  
Senior Legal Analyst  
213.488.7413  
krdavis@pillsburywinthrop.com

**VIA EXPRESS MAIL**  
**EL 860915691**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**Re: TERMINATION OF SECURITY INTEREST**  
**Our Ref. No. 005550-0000159**

Dear Sir or Madam:

We are the attorneys for Benchmark Industries, LLC for intellectual property matters. On behalf of our client, enclosed please find a copy of the following documents necessary to record a termination of security interest:

1. a recordation form cover sheet for the termination of a security interest on fourteen (14) U.S. Trademark Registrations;
2. a copy of the filed "Termination of Security Interest and Release of Collateral", dated June 27, 2002;
3. a check for the amount of \$365.00 [fourteen (14) U.S. Trademark Registrations] made payable to the Commissioner of Patents and Trademarks as the recordation fee for the termination of a security interest.

If you have any questions regarding the enclosed please do not hesitate to contact me. Thank you in advance for your cooperation regarding this matter.

Very truly yours,

Kevin R. Davis  
Senior Legal Analyst

Enclosures

cc: Wansun Song, Esq.

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**RECORDED: 07/16/2002**

**TRADEMARK**  
**REEL: 002549 FRAME: 0869**