

09-26-2002

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



102217296

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

To the Honorable Commissioner of Patents and Trademarks original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A., as successor to
NationsBank of Texas, N.A.

7.10.02

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

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

3. Nature of conveyance:

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

Execution Date: April 12, 2002

2. Name and address of receiving party(ies)

Name: Ultra Pro LP

Internal

Address:

Street Address: 6049 Slauson Av

City: Commerce State: CA

Zip: 90040

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

FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/671,847; 74/688,652; 75/086,783; 76/169,212;
76/205,146; 75/322,201; 75/322,202; 75/322,209

B. Trademark Registration No.(s)

1,856,724; 1,979,613; 1,760,673; 1,701,106; 1,750,779;
1,766,700; 1,921,965; 1,796,373; 1,696,941; 1,772,960

Additional number(s) attached Yes No

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

Name: Tawnya R. Wojciechowski

Internal Address:

Street Address: 650 Town Center Drive, 4th Floor

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....\$ 640.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500209

(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.

Tawnya R. Wojciechowski

Name of Person Signing

Signature

7-10-02

Date

Total number of pages including cover sheet, attachments, and document: 15

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

17/15/2002 670K11 00000163 74671847

11 FC:481 40.00 DP
E:482 600.00 DP

Recordation Form Cover Sheet
TRADEMARKS Page 2

1. Additional Conveying Party:

Credit Managers Association of California
Rembrandt Photo Services
(Seller)

4(B). Additional Trademark Registration Nos.

1,857,678
1,687,833
2,143,827
2,168,671
2,482,191
2,131,265

OC:NTCOTIER\RTN\41274849.1

**ASSIGNMENT AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY ASSETS**

THIS ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ASSETS ("Agreement") is effective on the 12th day of April, 2002, by and between the Bank of America, N.A., as successor to NationsBank of Texas, N.A. ("Releasor") and Credit Managers Association of California, a California corporation d/b/a CMA Business Credit Services ("CMA"), solely in its capacity as the assignee for the benefit of the creditors of Rembrandt Photo Services ("Rembrandt") (collectively, CMA and Rembrandt are referred to herein as "Seller"), on the one hand, and Ultra Pro LP, a California limited partnership ("Buyer"), on the other hand;

WHEREAS, Rembrandt previously executed a Security Agreement on July 24, 1997, in favor of Releasor to provide financing to Rembrandt secured by, among other assets, certain Intellectual Property Assets as defined below (the "Security Agreement") and through such Security Agreement acquired rights as a secured party in those United States and foreign registered and pending patents, trademarks, service marks, slogans, logos and designs, as listed on Schedule A attached hereto, and all trade names, all common law rights appertenant thereto on a worldwide basis (the "Intellectual Property Assets"), all worldwide goodwill of or associated with the business conducted by Seller with respect to the use of such Marks, and the internet URL "www.ultra-pro.com", all computer programs, computer software (including all source and object codes, all media of any type or nature on which such source or object codes are reproduced, copied stored or maintained), technology processes and other technology documentation, proprietary information, copyrights, copyright applications, trade secrets, customer lists, the entire goodwill of Seller's business associated with the foregoing rights and all enhancements, improvements or derivative works relating thereto, and all books and records, including electronic records, associated with the foregoing rights, (inclusive of the Intellectual Property Assets, collectively referred to as the "Rights");

WHEREAS, Releasor previously recorded such Security Agreement perfecting its interest in the Rights in various governmental offices and jurisdictions, including but not limited to the United States Patent and Trademark Office, and now wishes to release such security interest in the Rights; and

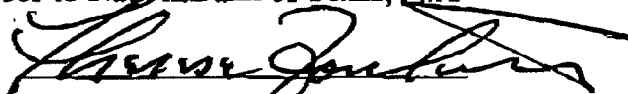
WHEREAS, Buyer desires to purchase all the Rights from each Seller through an assignment from Rembrandt passing through CMA to Buyer, pursuant to a concurrently executed Asset Purchase Agreement dated April 12, 2002 (the "APA"), and each Seller wishes to assign such Rights according to the terms thereof.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties, the receipt and sufficiency of which is hereby acknowledged, Releasor and Seller hereby quitclaims any interest in the Rights, Releasor releases the security interest in the Rights, and each Seller assigns, transfers and conveys to Buyer any of such Seller's right, title and interest in and to the Rights together with all goodwill related thereto on a worldwide basis, with the right to recover for damages and profits and all other remedies for

past infringements thereof. This assignment and release of security interest constitutes a release of all of Releasor's rights and interests and a transfer of all of Sellers' right, title and interest in the Rights, subject to the terms of the APA. Releasor, Rembrandt, and CMS each further agrees to execute such documents or instruments, or perform such acts as may be necessary, upon the written request of Buyer, necessary to further the assignment and release of security interest relating to Rights as contemplated in this Agreement and the APA.

RELEASOR:

BANK OF AMERICA N.A., as
successor to NationsBank of Texas, N.A

By: 

Its: **MANAGING DIRECTOR**
[print title]

SELLERS:

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, d/b/a CMA BUSINESS CREDIT SERVICES (solely in its capacity as the assignee for the benefit of the creditors of Rembrandt Photo Services)

By: _____
Robert J. Hoder, Secretary

REMBRANDT PHOTO SERVICES

By: _____

Its: _____
[print title]

BUYER:

ULTRA PRO, LP

By: _____

Its: _____
[print title]

profits and all other remedies for past infringements thereof. This assignment and release of security interest constitutes a transfer of all of Releasor's or Sellers' right, title and interest in the Rights, subject to the terms of the APA. Releasor, Rembrandt, and CMS each further agrees to execute such documents or instruments, or perform such acts as may be necessary, upon the written request of Buyer, necessary to further the assignment and release of security interest relating to Rights as contemplated in this Agreement and the APA.

RELEASOR: **BANK OF AMERICA N.A., as
successor to NationsBank of Texas, N.A**

By: _____

Its: _____
[print title]

SELLERS: **CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA, d/b/a CMA BUSINESS CREDIT
SERVICES (solely in its capacity as the assignee for the
benefit of the creditors of Rembrandt Photo Services)**

By: 
Robert J. Hoder, Secretary

REMBRANDT PHOTO SERVICES

By: _____

Its: _____
[print title]

BUYER: **ULTRA PRO, LP**

By: _____

Its: _____
[print title]

past infringements thereof. This assignment and release of security interest constitutes a release of all of Releasor's rights and interests and a transfer of all of Sellers' right, title and interest in the Rights, subject to the terms of the APA. Releasor, Rembrandt, and CMS each further agrees to execute such documents or instruments, or perform such acts as may be necessary, upon the written request of Buyer, necessary to further the assignment and release of security interest relating to Rights as contemplated in this Agreement and the APA.

RELEASOR: BANK OF AMERICA N.A., as
successor to NationsBank of Texas, N.A


By: _____

Its: _____
[print title]

SELLERS: CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA, d/b/a CMA BUSINESS CREDIT
SERVICES (solely in its capacity as the assignee for the
benefit of the creditors of Rembrandt Photo Services)

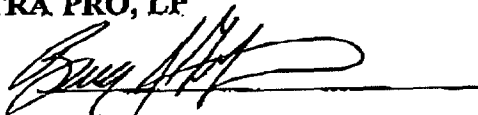
By: _____
Robert J. Hoder, Secretary

REMBRANDT PHOTO SERVICES

By: 

Its: Howard Roeder
President
[print title]

BUYER: ULTRA PRO, LP

By: 

Its: President
[print title]

SCHEDULE A

Rembrandt Intellectual Property Schedule

Serial No.	Registration No.	Mark	State	Class	Priority	Country
PATENTS						
	6,145,882	Album & fabrication Process	Security interest to Bank of America.	November 14, 200		US
	4,958,855	Photo finisher wallet	8th year fee paid in '98; next fee due 3/25/02 (cannot tell if fee has been paid yet). Security interest to Nationalbank of Texas.	September 25, 1990		US
	4,978,055	Reinforced pocket structure for thermo-adhesive materials	8th year fee paid in '98; next fee due 6/18/02. Security interest to Nationalbank of Texas.	December 18, 1990, certificate of correction issued April 21, 1992		US
	D317,675	Photo wallet or similar article	No fees due. Security interest to Nationalbank of Texas.	June 25, 1991, certificate of correction issued December 15, 1992		US
	5,266,150	Thermoscontact welding method and apparatus and welded product	8th year fee paid 5/01. Security interest to Nationalbank of Texas.	November 30, 1993		US
	5,312,507	Thermoscontact welding method and welded product	8th year fee paid 10/01. Security interest to Nationalbank of Texas.	May 17, 1994		US

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Serial No.	Registration No.	Class	Description	Status	Effective Date	Country
	5,360,234		Apparatus for holding photograph albums and method (jointly owned with Qualtex)	4th year fee paid 4/98. Jointly owned with Qualtex. Security interest to Nationsbank of Texas.	November 1, 1994	US
	D353,837		Album page for displaying disks	No fees due. Security interest to Nationsbank of Texas.	December 27, 1994	US
	5,595,293		wallet for containing a compact disc and fabrication method	4th year fee paid 6/00. Security interest to Nationsbank of Texas.	January 21, 1997	US
	5,595,797		Protective holders for disks	4th year fee paid 6/00. Security interest to Nationsbank of Texas.	January 21, 1997	US
	5,595,798		Protective holders for disks	4th year fee paid 6/00. Security interest to Nationsbank of Texas.	January 21, 1991	US
	5,657,867		Device for containing a compact disc	4th year fee paid 2/01. Security interest to Bank of America.	August 19, 1997	US
09/824,407	N/A		Case for the holding and dispensing of cards	No fees due. Security interest to Bank of America.	July 29, 1997	US
			Directional Page for Photograph Album	Pending Utility application, filed 4/2/01.	N/A	US
09/910,377			protective display holders		July 19, 2001	US

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Serial No.	Registration No.	Mark	Section	Class	Priority	Country
1/53,983		Color sleeve with contrasting write-on strip for holding digital discs			January 14, 2002	US
60/340,742		Compact disc sleeves and photo album pages with write-on capability			November 19, 2001	US
60/359,039		Holder for collectible cards			February 20, 2002	US
DECK-BYND'R						
	1,856,724	Comic Stor	Cancelled		October 4, 1994	US
	1,979,613	Deck-Bynd'R	Registered Section 8&15 Due 06/11/2002		June 11, 1996	US
	1,760,673	Rembrandt & Design	Registered Renewal due 3/23/03		March 23, 1993	US
	1,701,106	Sports Gard	Registered Renewal due 7/14/02		July 14, 1992	US
	1,750,779	Stor Gard	Cancelled 8/9/1999		February 2, 1993	US
	1,766,700	Stor Safe	Registered Renewal Due 4/20/03		April 20, 1993	US
	1,921,965	Ultra Pro Mini Top Loaders	Unconditional Section 8&15 was Due 09/26/2001		September 26, 1995	US
	1,796,373	Ultra Pro II	Cancelled 12/15/2000		October 5, 1993	US
	1,696,941	Ultra Pro Platinum	Registered Renewal due 06/23/2012		June 23, 1992	US

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Serial No.	Registration No.	Mark Title	Status	Effective Date	Country
	1,772,960	Ultra Pro	Registered Renewal due 5/25/2003	May 25, 1993	US
	1,857,678	Ultra Pro	Registered Renewal due 10/11/2004	October 11, 1994	US
	1,687,833	Ultra Pro & Design	Registered Renewal due 05/19/2012	May 19, 1992	US
	76/086,878	Card Protector	Abandoned O/A refusal	July 11, 2000	US
	613,817	Ultra Pro	Confirmed by FA 4/12/02	October 15, 1993	Australia
	581,954	Ultra Pro	Registered	October 3, 1995	Benelux
	820,824,321	Ultra Pro	Confirmed by FA 4/12/02	September 18, 2001	Brazil
	433,614	Ultra Pro	Registered	September 23, 1994	Canada
	VR 01,506 1997	Ultra Pro	Registered	March 28, 1997	Denmark
	95,589,333	Ultra Pro (with period)	Registered	September 22, 1995	France
	2,906,854	Ultra Pro	Registered	August 31, 1995	Germany
	4,331,793	Ultra Pro (with period)	Registered	November 5, 1999	Japan
	4,331,792	Ultra Pro	Registered	November 5, 1999	Japan
	048613	Ultra Pro	Unconfirmed	September 10, 1998	Peru
	048612	Ultra Pro & Design	Unconfirmed	September 10, 1998	Peru
	1,240,404	Ultra Pro	Unconfirmed	January 21, 1999	China
	1,569,146	Ultra Pro	Unconfirmed	November 17, 1995	UK

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Serial No.	Registered On	Class	Description	Status	Effective Date	Country
	B7447196 (A-D)	Ultra Pro	Ultra Pro	Unconfirmed	April 25, 1994	Hong Kong
	231,037	Ultra Pro	Ultra Pro	Confirmed by FA 4/12/02	October 14, 1993	New Zealand
	312,311	Ultra Pro	Ultra Pro	Registered	April 26, 1996	Sweden
	678,122	Ultra Pro	Ultra Pro	Confirmed by FA 4/12/02	April 16, 1995	Taiwan
	678,007	Ultra Pro	Ultra Pro	Unconfirmed	April 16, 1995	Taiwan
	140,610	Ultra Pro	Ultra Pro	Confirmed by FA 4/12/02	November 6, 1995	Finland
	1,765,815	Ultra Safe	Ultra Safe	Registered Renewal Due 4/20/03	April 20, 1993	US
	436,764	Ultra Safe	Ultra Safe	Registered Renewal due 12/9/2004	December 9, 1994	Canada
	1,762,804	Ultra Safe to Sports Cards and the Environment & Design	Ultra Safe to Sports Cards and the Environment & Design	Registered Renewal due 4/6/2003	April 6, 1993	US
74/671,847	2143827	Miscellaneous Design (metallic foil hologram)	Miscellaneous Design (metallic foil hologram)	Registered Section 8&15 due 03/17/2004	March 17, 1998	US
74/688,652		Ultra Pro CD-Gard	Ultra Pro CD-Gard	Confirmed abandoned June 4, 1998		US
75/086,783	2168671	Deck Protector (stylized)	Deck Protector (stylized)	Registered Section 8&15 due 06/23/2004	June 23, 1998	US
	2482191	Deck Box	Deck Box	Registered Section 8&15 due 08/28/2007	August 28, 2001	US

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Serial No.	Registration No.	Mark	Class	Goods	Priority	Country
76/169212		Brk For Thik		Pending SOU or Ext. due 4/30/2002		US
76/205146		The Standard in Safe Storage		Pending filed 03/12/2002		US
75/129,476	2131265	Stor Safe & Design		Registered Section 8&15 due 01/20/04	January 20, 1998	US
132,285		Ultra Pro		Unconfirmed filed February 19, 1997	November 11, 1998	Greece
D96 27733	402,591	Ultra Pro		Confirmed by FA 4/12/02	October 30, 1997 (Filed December 16, 1996)	Indonesia
TO95C003099	754,908	Ultra Pro		Confirmed by FA 4/12/02	August 24, 1998	Italy
8817/95		Ultra Pro		Confirmed by FA 4/12/02	September 15, 1995	Singapore
95-12604		Ultra Pro		Unconfirmed filed September 21, 1995		South Africa
2,075,678		Ultra Pro		Unconfirmed filed February 17, 1987		Spain
75/322201		CD Buddy		Confirmed Abandoned		US
75/322202		CD Buddy Design Only		Confirmed Abandoned		US
75/322209		CD Buddy & Design		Confirmed Abandoned		US

COMPILED BY REGISTRATION

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Serial No.	Registration No.	Item	Status	Date of Registration	Country
	VA317-739	Baseball Card Album Cover	Confirmed	July 13, 1968	US