

09-16-2002

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(Rev. 03/01)
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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):

Rembrandt Photo Services **9-5-02**

- 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 and 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 Avenue
 City of _____
 City: Commerce State: CA Zip: 90040

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership (California)
- 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)
See Attachment

B. Trademark Registration No.(s)
See Attachment

Additional number(s) attached Yes No

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

Name: David Weiss

Internal Address: _____

Street Address: 12650 Riverside Drive,
Suite 100

City: North Hollywood State: CA Zip: 91607

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$430.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

David Weiss
Name of Person Signing

David Weiss
Signature

Total number of pages including cover sheet, attachments, and document: 13

00012073
 00012073
 00012073
 Total: September 5, 2002
 Date

09/13/2002 TDI A21 00000051 76169212

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

01 FC:481 40.00 DP
02 FC:482 325.00 DP

Refund Ref: 09/16/2002 TBI A21

CHECK Refund Total: 13

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TRADEMARK

REEL: 002582 FRAME: 0102

1. Name of conveying party(ies):

Credit Managers Association of California,
a California corporation dba CMA Business Credit Services
Bank of America, N.A., as successor to NationsBank of Texas, N.A.

4. A.

Trademark Application Serial Nos.

76/169,212

76/205,146

4. B.

Trademark Registration Nos.

1,687,833

1,696,941

1,760,673

1,762,804

1,765,815

1,766,700

1,772,960

1,857,678

2,131,265

2,143,827

2,168,671

2,482,191

**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

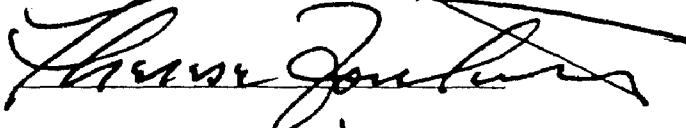
WHEREAS, Buyer desires to purchase all the Rights from each Seller through an assignment from Rembrandt passing through CMA to Buyer, pursuant to a concurrently executed Asset Purchase Agreement dated April 12, 2002 (the "APA"), and each Seller wishes to assign such Rights according to the terms thereof.

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]

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: _____
Howard Koozer

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]

SCHEDULE A

Rembrandt Intellectual Property Schedule

Serial No.	Registration No.	Mark / Title	Date Issued / Registered	Country
PATENTS				
	6,145,882	Album & fabrication Process	November 14, 200	US
	4,958,855	Photo finisher wallet	September 25, 1990	US
	4,978,055	Reinforced pocket structure for thermo-adhesive materials	December 18, 1990, certificate of correction issued April 21, 1992	US
	D317,675	Photo wallet or similar article	June 25, 1991, certificate of correction issued December 15, 1992	US
	5,266,150	Thermocontact welding method and apparatus and welded product	November 30, 1993	US
	5,312,507	Thermocontact welding method and welded product	May 17, 1994	US

Serial No.	Registration No.	Mark / Title	Date Issued / Registered	Country
	5,360,234	Apparatus for holding photograph albums and method (jointly owned with Qualex)	November 1, 1994	US
	1,353,837	Album page for displaying disks	December 27, 1994	US
	5,595,293	wallet for containing a compact disc and fabrication method	January 21, 1997	US
	5,595,797	Protective holders for disks	January 21, 1997	US
	5,595,798	Protective holders for disks	January 21, 1991	US
	5,657,867	Device for containing a compact disc	August 19, 1997	US
	1,381,703	Case for the holding and dispensing of cards	July 29, 1997	US
09/S24,407	N/A	Directional Page for Photograph Album	N/A	US
09/910,377		protective display holders	July 19, 2001	US

Serial No.	Registration No.	Mark / Title	Date Issued / Registered	Country
/153,983		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 29	US
60/359,039		Holder for collectible cards	February 20, 2002	US
TRADEMARKS				
	1,856,724	Comic Stor	October 4, 1994	US
	1,979,613	Deck-Bynd'R	June 11, 1996	US
	1,760,673	Rembrandt & Design	March 23, 1993	US
	1,701,106	Sports Gard	July 14, 1992	US
	1,750,779	Stor Gard	February 2, 1993	US
	1,766,700	Stor Safe	April 20, 1993	US
	1,921,965	Ultra Pro Mini Top Loaders	September 26, 1995	US
	1,796,373	Ultra Pro II	October 5, 1993	US
	1,696,941	Ultra Pro Platinum	June 23, 1992	US

Serial No.	Registration No.	Mark / Title	Date Issued / Registered	Country
	1,772,960	Ultra Pro	May 25, 1993	US
	1,857,678	Ultra Pro	October 11, 1994	US
	1,687,833	Ultra Pro & Design	May 19, 1992	US
	76086,878	Card Protector	July 11, 2000	US
	613,817	Ultra Pro	October 15, 1993	Australia
	581,954	Ultra Pro	October 3, 1995	Benelux
	820,824,321	Ultra Pro	September 18, 2001	Brazil
	433,614	Ultra Pro	September 23, 1994	Canada
	VR 01,506 1997	Ultra Pro	March 28, 1997	Denmark
	95,589,333	Ultra Pro (with period)	September 22, 1995	France
	2,906,854	Ultra Pro	August 31, 1995	Germany
	4,331,793	Ultra Pro (with period)	November 5, 1999	Japan
	4,331,792	Ultra Pro	November 5, 1999	Japan
	048613	Ultra Pro	September 10, 1998	Peru
	048612	Ultra Pro & Design	September 10, 1998	Peru
	1,240,404	Ultra Pro	January 21, 1999	China
	1,569,146	Ultra Pro	November 17, 1995	UK

Serial No.	Registration No.	Mark / Title	Date Issued / Registered	Country
	B7447/96 (A-D)	Ultra Pro	April 25, 1994	Hong Kong
	231,037	Ultra Pro	October 14, 1993	New Zealand
	312,311	Ultra Pro	April 26, 1996	Sweden
	678,122	Ultra Pro	April 16, 1995	Taiwan
	678,007	Ultra Pro	April 16, 1995	Taiwan
	140,610	Ultra Pro	November 6, 1995	Finland
	1,765,815	Ultra Safe	April 20, 1993	US
	436,764	Ultra Safe	December 9, 1994	Canada
	1,762,804	Ultra Safe to Sports Cards and the Environment & Design	April 6, 1993	US
74/671,847	2143827	Miscellaneous Design (metallic foil hologram)	March 17, 1998	US
74/688,652		Ultra Pro CD-Card		US
75/086,783	2168671	Deck Protector (stylized)	June 23, 1998	US
	2482191	Deck Box	August 28, 2001	US

Serial No.	Registration No.	Mark / Title	Date Issued / Registered	Country
76/169212		Brik For Thick		US
76/205146		The Standard in Safe Storage		US
75/129,476	2131265	Stor Safe & Design	January 20, 1998	US
132.285		Ultra Pro	November 11, 1998	Greece
D96 27733	402,591	Ultra Pro	October 30, 1997 (filed December 16, 1996)	Indonesia
T095C003099	754,908	Ultra Pro	August 24, 1998	Italy
8817:95		Ultra Pro	September 15, 1995	Singapore
95-12604		Ultra Pro		South Africa
2,075,678		Ultra Pro		Spain
75/322201		CID Buddy		US
75/322202		CID Buddy Design Only		US
75-322209		CID Buddy & Design		US
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