

RECC

09-23-2002



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Our Ref.: 1073-181/198/197/42

Commissioner of Patents and Trademarks
Box Assignments, Washington, DC 20231

102230081

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

1. Name of conveying party(ies):
 HSBC Bank USA (formerly **Marine Midland Bank**, a New York Bank, and successor in interest to **Marine Midland Business Loans, Inc.**, a New York Corporation)

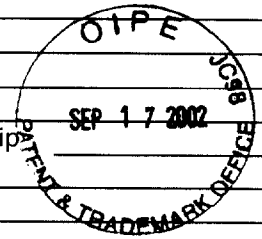
9-17-02

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

2. Name and address of receiving party(ies):
 Name: BASIC PROPERTIES AMERICA, INC.

Internal Address: _____
 Street Address: 45925 Horseshoe Drive

City: Dulles
 State/Country: Virginia
 Zip: 20166



3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 Other: Security Interest Termination Agreement

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: August 30, 2002

Designations must be a separate document from Assignment
Additional name/s & address/es attached Yes No

4. Application number(s) or registration number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s) (1) _____ (2) _____ (3) _____ (4) _____	B. Trademark Registration No.(s) (1) <u>1,920,592</u> (2) <u>2,273,123</u> (3) <u>2,325,007</u> (4) <u>1,815,446</u>
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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Duane M. Byers
 Internal Address: _____
 Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road
8th Floor
 City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

09/20/2002 6TON11 00000154 1920592

01 FC:461 40.00 00
 02 FC:362 75.00 00

DO NOT USE THIS SPACE

9. Statements 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.

Duane M. Byers *Duane M. Byers* September 17, 2002
 Name of Person Signing Signature Date

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

DMB:lfo

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement"), dated as of August 30, 2002, is by and between Basic Properties America, Inc. (formerly Kappa USA, Inc.), a Virginia corporation (the "Company"), and HSBC Bank USA (formerly Marine Midland Bank and successor in interest to Marine Midland Business Loans, Inc.) (the "Bank").

RECITALS:

WHEREAS, the Bank and Intersport Limited, a District of Columbia corporation ("Intersport"), entered into a Loan and Security Agreement, dated as of February 21, 1994 (as amended to the date hereof and together with all other documents executed in connection therewith, the "Loan Documents");

WHEREAS, in connection with the purchase of substantially all of Intersport's assets by the Company in January 1997, the Company assumed Intersport's obligations under the Loan Documents;

WHEREAS, the Company has repaid in full the principal amount of the loans and all interest and other amounts owing under the Loan Documents; and

WHEREAS, the Company and the Bank desire to execute this Agreement to confirm the repayment of the loans under the Loan Documents and the termination of the Loan Documents;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Satisfaction of the Loans. The Bank hereby acknowledges that all amounts due under the Loan Documents (whether on account of principal, interest or otherwise) have been paid in full.

Section 2. Termination of Loan Documents. The Company and the Bank hereby agree and acknowledge that each of the Loan Documents is hereby terminated and shall be of no further force or effect from and after the date hereof. The Bank hereby releases the Company and each other obligor under the Loan Documents from any and all obligations with respect to the Loan Documents and all loans made thereunder.

Section 3. Release of Security. The Bank hereby acknowledges and agrees that all security for the loans under the Loan Documents is hereby released. Without limiting the generality of the foregoing, the Bank hereby releases all liens on trademarks, service marks and trademark and service mark applications/registrations (including the

goodwill and any other assets with respect to such marks) of the Company and authorizes the Company to file a copy of this Agreement with the United States Patent and Trademark Office to record such release.

Section 4. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements, whether oral or written, between the parties relating to the subject matter hereof.

Section 5. Amendment. This Agreement may not be amended, in whole or in part, except upon the execution and delivery of a written instrument executed by each of the parties hereto.

Section 6 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to the conflicts or choice of law rules thereof.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall be considered one and the same instrument.


Section 8. Further Assurances. Each party hereto agrees, without further consideration, to take such further action and execute and deliver such further instruments and documents as may be reasonably requested by the other party hereto in order to carry out fully the intent, and to accomplish the purposes, of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

BASIC PROPERTIES AMERICA, INC.

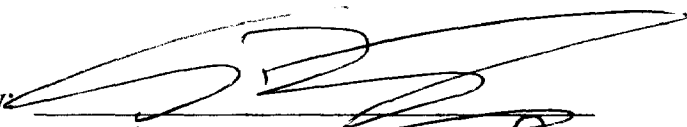
By: _____
Name:
Title:

HSBC BANK USA

By: 
Name: DOUGLAS L. BURY
Title: V. P. 0344

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

BASIC PROPERTIES AMERICA, INC.

By: 
Name: SIMON BAMBERG
Title: C.O.B + C.E.O.

HSBC BANK USA

By: _____
Name:
Title: