

12-19-2002

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

102315961

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

1. Name of conveying party(ies):

Heller Financial, Inc. as Agent

12-13-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: July 1, 2002

2. Name and address of receiving party(ies)

Name: Tasco Worldwide, Inc. (f/k/a Tasco Acquisition International Corporation and Tasco Sales, Inc.)

Address:

Street Address: 2889 Commerce Parkway

City: Miramar State: FL 33025

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

B. Trademark Registration No.(s)

See Schedule Attached

Additional number(s) attached Yes No

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

Name: Michael Lee

Internal Address: Sachnoff & Weaver

29th Floor

Street Address: 30 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

39

7. Total fee (37 CFR 3.41): \$ 1,560

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Michael Lee

Signature

Date December 5, 2002

Name of Person Signing

Signature

Date

12/18/2002 DBYRNE

01 FC:8521 02 FC:8522

40.00 950.00

Total number of pages including cover sheet, attachments, and document: 12

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

Refund Ref: 12/18/2002 DBYRNE 9600123106

CHECK Refund Total: \$570.00

Tasco Worldwide, Inc.

Schedule I

Trademark Registration Nos.

1,928,643

1,960,825

1,920,782

1,949,491

1,877,439

1,773,494

1,730,770

1,655,418

1,655,417

1,650,663

1,684,812

1,643,412

1,599,361

1,595,015

1,577,460

1,539,143

1,524,303

1,518,737

1,521,781

1,479,435

1,469,706
1,472,951
1,328,268
1,328,265
855,028
858,918
863,111
836,276
705,966

Trademark Application Nos.

75/033,820
75/008,655
74/698,043
74/694,939
74/680,115
74/610,779
74/596,035
74/555,734
74/546,318
74/694,941

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of _____, 2002 by Heller Financial, Inc., as Agent ("Heller").

WHEREAS, Heller and Tasco Worldwide, Inc. (f/k/a Tasco Acquisition Corporation and Tasco Sales, Inc.) ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of March 22, 1996;

WHEREAS, the Trademark Security Agreement granted Heller a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Borrower to Heller (the "Obligations");

WHEREAS, Heller recorded the Trademark Security Agreement on June 20, 1996 at Reel 1480, Frame 0437 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that Heller release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Heller hereby agrees as follows:

Heller hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Heller further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature page follows]


IN WITNESS WHEREOF, Heller has caused this Release of Trademarks to be duly executed as of the day and year first above written.

HELLER FINANCIAL, INC.,
AS AGENT

By:

Name:

Title:



PATRICK HAYES

SVP

UNITED STATES TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial No. Registration No.</u>	<u>Status</u>
Lumina	1,928,643	Registered
Rubicon	1,960,825	Registered
Sonoma	1,920,782	Registered
High Country	1,949,491	Registered
EZSIGHT	1,877,439	Registered
Tasco Pronghorn and Design	1,773,494	Registered
Silver Antler	1,730,770	Registered
Design Only	1,655,418	Registered
Design Only	1,655,417	Registered
Tasco Titan and Design	1,650,663	Registered
Golden Antler	1,684,812	Registered
Tasco Laser Point	1,643,412	Registered
We've Made Binoculars as Easy to Use as Eyes	1,599,361	Registered
Tasco Infocus	1,595,015	Registered; Section 8 & 15 - Accepted & Acknowledged
Infocus Stylized Letters	1,577,460	Registered; Section 8 & 15 - Accepted & Acknowledged
Tasco Zip	1,539,143	Registered; Section 8 & 15 - Accepted & Acknowledged

Propoint	1,524,303	Registered; Section 8 & 15 - Accepted & Acknowledged
Tasco	1,518,737	Registered; Section 8 & 15 - Accepted & Acknowledged
The Tasco Times	1,521,781	Registered; Section 8 & 15 - Accepted & Acknowledged
Propoint Stylized Letter	1,479,435	Registered; Section 7 & 15 - Accepted & Acknowledged
Opti-Centered	1,469,706	Registered; Section 8 & 15 - Accepted & Acknowledged; Section 2(F)
Bino Colors	1,472,951	Registered; Section 8 & 15 - Accepted & Acknowledged
Tasco Lumi-Ring	1,328,268	Registered; Section 8 & 15 - Accepted & Acknowledged
Tasco Spectra-View	1,328,265	Registered; Section 8 & 15 - Accepted and Acknowledged
Tasco	855,028	Registered; Renewed
Tasco	858,918	Registered; Renewed
Tasco and Design	863,111	Registered; Renewed
Tasco	836,276	Registered; Renewed
Tasco Imperial and Design	705,966	Registered; Renewed

UNITED STATES TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No. Registration No.</u>	<u>Status</u>
Big Horn and Design	75-033,820	Pending
Tasco Tools of Discovery and Design	75-008,655	Pending
Offshore	74-698,043	Pending
Shoot Out	74-694,941 <i>043 Stet</i>	Pending
Futura	74-694,939	Pending
Accudot	74-680,115	Pending
Tasco Bantam Stylized Letters	74-610,779	Pending
Pro-Shot and Design	74-596,035	Pending
Sierra and Design	74-555,734	Pending
Sierra and Design	74-546,318	Pending
Rubicon	74-478,538	Pending

STATE TRADEMARKS

<u>Trademark</u>	<u>Serial No. Registration No.</u>	<u>Status</u>	<u>State</u>
Tasco and Design	3,611	Renewed	Washington
Tasco and Design	37,1143	Renewed	Texas
Tasco and Design	38 page 44	Registered	New Hampshire
Tasco and Design	223,109	Registered	West Virginia
Tasco and Design	n/a	Registered	Virginia

Tasco	2,900	Renewed	Tennessee
Tasco and Design	87,412	Registered	Rhode Island
Tasco and Design	n/a	Registered	Pennsylvania
Tasco and Design	9,201	Renewed	Oregon
Tasco and Design	12,988	Registered	New Jersey
Tasco and Design	n/a	Renewed	Nevada
Tasco and Design	6,852,428	Renewed	Nebraska
Tasco and Design	3	Registered	Minnesota
Tasco	M74,064	Registered	Michigan
Tasco and Design	25,437	Renewed	Massachusetts
Tasco and Design	7,627	Renewed	Kentucky
Tasco	N/A	Registered	Colorado
Tasco and Design	13,615	Registered	Arkansas
Tasco and Design	101,054	Renewed	Alabama
Tasco	n/a	Registered	Wisconsin
Tasco and Design	34,109	Expired	Illinois
Tasco	n/a	Expired	Michigan

FOREIGN TRADEMARK REGISTRATIONS

<u>Mk #</u>	<u>Trademark</u>	<u>Country/ Register</u>	<u>App/Reg Number</u>	<u>PubRef YY PPPP</u>	<u>Classes</u>	<u>Applicant Identifier</u>	<u>Country</u>
1.	TASCO	AUSTRALIA	097966	82 0001	09	TASCO SALES MIAMI	USA
2.	PRO POINT	CANADA	609245	88 G034	09	TASCO SALES MIAMI	USA
3.	TASCO	CANADA	609247	90 G008	09 13 28	TASCO SALES MIAMI	USA
4.	PRO POINT*	CANADA	609248	89 L024	09	TASCO SALES MIAMI	USA
5.	TASCO ZIP	CANADA	635508	90 W029	09	TASCO SALES MIAMI	USA
6.	GOLDEN ANTLER	CANADA	722589	93 I0040	09	TASCO SALES MIAMI	USA
7.	SILVER ANTLER	CANADA	722590	93 I0040	09	TASCO SALES MIAMI	USA
8.	TASCO	FRANCE	1698622	92 0138	09	TASCO SALES MIAMI	USA
9.	TASCO	ISRAEL	067944	91 0075	09	TASCO SALES MIAMI	USA
10.	TASCO	ISRAEL	068431	91 0100	28	TASCO SALES MIAMI	USA
11.	TASCO	KOREA SOUTH	91021704	91 0165	09	TASCO SALES	USA
12.	TASCO	KOREA SOUTH	91028081	91 0104	06 09 16 18 19 20 22 25 27 28	TASCO SALES (SIC)	USA
13.	TASCO*	SOUTH AFRICA	91003900	93 0046	09	TASCO SALES MIAMI	USA
14.	TASCO	TAIWAN	435289	88 0578	09 10	TASCO SALES MIAMI	USA
15.	TASCO	UNITED KINGDOM	1052769	76 1085	09	TASCO SALES MIAMI	USA
16.	TASCO	UNITED KINGDOM	1052770	76 1206	13	TASCO SALES MIAMI	USA
17.	TASCO	URUGUAY	264201	93 0310	09	TASCO SALES	SA
18.	TASCO	VENEZUELA	93012986	95 T0360	09	TASCO SALES MIAMI	USA

* TRADEMARK HAS A DESIGN ELEMENT

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Licenses to or from Grantor with respect to the trademarks listed above pursuant to the following International Distributorship Agreements:

- (i) That certain Exclusive Distributorship Agreement with S.N.D.P.E. dated January 1, 1995.
- (ii) That certain Sales Agency with Tasco Japan, Inc. dated June 22, 1994.
- (iii) That certain Distributorship Agreement with Videosonic, S.A. dated December 3, 1993.
- (iv) Those certain letter agreements dated April 30, 1985 and May 9, 1985, respectively, with Andy Cheung of A.C. Marketing Company.
- (v) That certain Agreement with Irwin Toy Limited dated October 12, 1990.
- (vi) That certain Distribution Agreement with HAMA PVAC, Ltd. dated March 1, 1994.
- (vii) That certain Agreement with Willy Gormanns Import dated November, 1968.
- (viii) That certain agreement with Tasco Sales (Australia).

UNREGISTERED TRADEMARKS

None

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[10143809]