

02-27-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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): Heller Financial, Inc. (Lender) [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Delaware [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: Visador Company (Borrower) Internal Address: 1000 Industrial Road Street Address: City: Marion State: VA Zip: 24354 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Delaware [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [X] Other Release of Security Interest Execution Date: February 7, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) Reg. No. 1,686,432 - VISADOR & V Design (Appl. No. 74/073,480)

Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Henry B. Ward, III, Esq. Internal Address: Bank of America Plaza Street Address: 101 S. Tryon Street, Suite 4000 City: Charlotte State: NC Zip: 28280

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00 [X] Enclosed [X] Authorized to be charged to deposit account

8. Deposit account number: 16-0605 (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.

Henry B. Ward, III Name of Person Signing

[Signature]

2/14/03 Date

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

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

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TRADEMARK REEL: 002678 FRAME: 0957

## RELEASE OF SECURITY INTEREST

This Release of Security Interest ("Release") is entered into this 1<sup>st</sup> day of February, 2003, by and between *Visador Company*, a Delaware corporation ("Borrower"), and *Heller Financial, Inc.*, a Delaware corporation ("Lender").

### WITNESSETH:

WHEREAS, Borrower and Lender entered into an Assignment For Security dated May 31, 1991 ("Security Agreement"), which was recorded in the United States Patent and Trademark Office on June 14, 1991, Trademark Reel 0799, Frame 0430, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference;

WHEREAS, pursuant to the Security Agreement, Borrower granted a security interest to Lender in certain trademarks and trademark registrations owned by Borrower, including the trademarks listed on Exhibit B attached hereto, the goodwill associated therewith, and all proceeds thereof (collectively the "Intellectual Property");

WHEREAS, Borrower and Lender acknowledge and agree that the obligations and undertakings of the Borrower to the Lender that were secured by the Security Agreement have now been performed and satisfied in all respects; and

WHEREAS, Borrower and Lender accordingly desire to execute, confirm and record a release by the Lender of its security interest in the Intellectual Property, releasing any and all right, title and interest the Lender may have held or presently holds as a result of the Security Agreement, in and to the Intellectual Property identified in the Security Agreement.

NOW, THEREFORE, the Lender hereby and forever releases any and all security interest in and to the Intellectual Property identified in the Security Agreement in favor of Borrower, and assigns to Borrower any and all right, title and interest the Lender may have acquired in and to the Intellectual Property by virtue of the Security Agreement. Further, Borrower and Lender agree and confirm that this Release may be duly recorded in the United States Patent and Trademark Office so that it can be indexed against any and all of the Intellectual Property.

IN WITNESS WHEREOF, the Lender has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

Heller Financial, Inc.

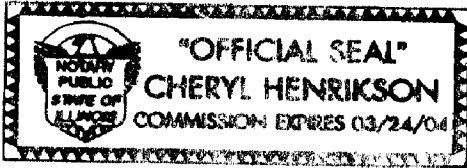
By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten signature]*  
*SVP*

Subscribed and sworn to, this  
7 day of February, 2003

*Cheryl Henrikson*  
Notary Public of the State of Illinois  
My Commission expires: March 24, 2004  
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SUTHERLAND, ASBILL & BRENNAN

1275 PENNSYLVANIA AVENUE, N. W.  
WASHINGTON, D. C. 20004-2404  
(202) 383-0100

999 PEACHTREE STREET, N.E.  
ATLANTA, GEORGIA 30309-3998  
(404) 853-8000

CABLE: SUTAB WASHINGTON  
TELEX: 89-501  
FACSIMILE:  
(202) 637-3593

June 14, 1991

PETER K. TRZYNA  
DIRECT LINE: (202) 383-0222

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ASSIGNMENT BRANCH

Refund  
Received 456.00  
Cost of order 24.00  
Refund 432.00

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Washington, D.C. 20231

Attn: Assignment Branch (Trademarks)

Re: U.S. Trademark Registration and Application  
Serial Nos. 1,525,700, 1,609,103, 74/073,480

Dear Sir:

Enclosed for recordation against the above-referenced U.S. Trademark Registrations and pending application for registration is an original document titled "Assignment for Security (Trademarks) (United States)" dated May 31, 1991.

This document creates the assignment of a continuing security interest in, and a continuing lien on, U.S. Trademark Registration Nos. 1,525,700 and 1,609,103, and pending Application Serial No. 74/073,480 by Visador Company, a Delaware corporation, to Helier Financial, Inc., a Delaware corporation.

We respectfully request that you record this document against the referenced registrations and pending application for registration, more completely identified as follows:

Trademark	Reg. No.	Reg. Date
WT (and design)	1,525,700	February 21, 1989
MARBLEINE	1,609,103	August 7, 1990
VISADOR V (and design)	74/073,480 (Serial No.)	June 28, 1990 (Filing Date)

Enclosed is a check in the amount of \$24.00 in payment of the recordal fee. The Commissioner is hereby authorized to charge payment of any further fees that might be required in this matter, or credit any overpayment of such fees, to the deposit account of Sutherland, Asbill & Brennan, No. 19-5029.

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050 GS 07/05/91 1525700

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0 405 216.00-CK

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REEL 0799 FRAME 30

Commissioner of Patents and Trademarks  
June 14, 1991  
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Please contact the undersigned if you have any  
questions regarding this request.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN

By   
Peter K. Trayna  
(Reg. No. 32,601)

Enclosures

Sutherland, Asbill & Brennan  
1275 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2404  
(202) 383-0100

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REEL 0799 FRAME 31

ASSIGNMENT FOR SECURITY  
(Trademarks)  
(United States)

STATE OF GEORGIA            )  
                                  ) ss.:  
COUNTY OF FULTON         )

WHEREAS, VISADOR COMPANY, a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are either registered or applied for in the United States Patent and Trademark Office as set forth on Schedule A (the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks which are registered and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into that certain Loan and Security Agreement, dated of August 31, 1988, as amended, as amended and restated pursuant to an Amended and Restated Loan and Security Agreement, dated of even date (the "Loan Agreement"), between Assignor and HELLER FINANCIAL, INC. (the "Lender"), and the Lender has, on the date hereof, made or renewed certain loans to the Assignor and may make additional loans to the Assignor, and

WHEREAS, pursuant to the Loan Agreement and as a condition precedent to the extension of the financial accommodations to Assignor under the Loan Agreement, the Assignor has agreed to assign to the Lender, and to grant to the Lender, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

(a) the Trademarks, together with all rights, benefits and privileges derived therefrom, and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

(b) all proceeds thereof, including, but not limited to, any claims and demands arising out of any infringement of the Trademarks, including the right to settle disputes concerning such claims and demands.

NOW, THEREFORE, in order to induce Lender to consummate the financial accommodations to Assignor provided for in the Loan Agreement, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign to the Lender, and grants to the Lender, its successors and assigns a continuing security interest in and a continuing lien on, the entire right, title and interest of Assignor in and to the Trademark Collateral. The Trademark Collateral shall serve as collateral security to Lender for the payment and performance of the Obligations (as such term is defined in the Loan Agreement) and shall constitute a part of the Collateral (as such term is defined in the Loan

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Agreement), and shall be subject to all of the terms and conditions of the Loan Agreement with respect thereto, each of which is incorporated herein by reference.

Unless and until said Obligations are accelerated, Assignor (i) shall be deemed to remain in exclusive and undisturbed possession of the Trademarks, (ii) shall exclusively retain all rights to license others under the Trademarks, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest granted herein, and (iii) may bring suit for the infringement of the Trademarks and to retain the proceeds of the foregoing. Lender need not be joined as a plaintiff in any such infringement suit; provided, that should it be necessary, in the Lender's sole judgment, that Lender be joined as an indispensable party or true party in interest in any such infringement suit, Lender shall, at its option, either

(1) appoint Assignor its attorney in fact for the purpose of prosecuting such infringement suit on the express condition that Assignor indemnify and hold Lender harmless for any liability incurred by Lender as a result of such appointment, or

(2) participate actively in the prosecution of such suit.

Assignor further agrees (i) that while a secured party hereunder, Lender shall have no obligation or responsibility to protect or defend the Trademark Collateral and Assignor shall at its own expense protect, defend and maintain the same to the extent reasonably advisable for its business, (ii) to use its best efforts to detect any infringers of the Trademark Collateral, to forthwith advise Lender in writing of infringements detected, and protect, defend and maintain the Trademark Collateral against any infringements, (iii) that if Assignor fails to comply with the foregoing clauses (i) and (ii), Lender may do so in Assignor's name or in Lender's name but at Assignor's expense, and Assignor hereby agrees to reimburse Lender for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademark Collateral owned by Assignor, and (iv) to use the Trademarks only in its businesses as they are presently conducted.

The security interest in the Trademark Collateral granted hereunder shall remain in full force and effect until the later of the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Lender shall, if requested by Assignor, execute and deliver to Assignor, or to a third party upon Assignor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Assignor, all as may be necessary to release Lender's interest in the Trademark Collateral, and all at the cost and expense of Assignor.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of May 31, 1991.

VISADOR COMPANY

By: WR Mabry III  
Title: SCVP  
Attest: [Signature]  
Title: ASST SEC.

[CORPORATE SEAL]

STATE OF GEORGIA )  
                          ) ss.:  
COUNTY OF FULTON )

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On this 31 day of May, 1991, before me personally came WR Mabry III and Carle Dorn, to me known, who, being by me duly sworn, did depose and say that they are, respectively, the SCVP and ASST SEC. of Visador Company, the corporation described herein and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that they signed thereto by like order.

Sworn to and subscribed before me  
this 31 day of May, 1991  
Virginia Yonck  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

Notary Public, Fulton County, Georgia  
My Commission Expires Oct. 9, 1992



**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Serial No./ Registration No.</b>	<b>Date Filed/ Date Registered</b>
WT & Design	1,525,700	February 21, 1989
Marbleine	1,609,103	August 7, 1990
Visador & V Design (New)	SN 073,480	June 28, 1990 (Filed)

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OFFICE

JUN 14 1991

## EXHIBIT B

<u>MARK</u>	<u>Registration No.</u>	<u>Registered</u>
WT & Design	1,525,700	2-21-89
MARBLEINE	1,609,103	8-7-90
VISADOR & V Design	1,686,432 (Appl. No. 74/073,480)	5-12-92 (Filed 6-28-90)