

03-13-2003

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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):

Barclay's Bank plc

3-11-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Public limited company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 2/28/2003

2. Name and address of receiving party(ies)

Name: Rico Corporation

Internal

Address:

Street Address: 8484 San Fernando Road

City: Sun Valley State: CA Zip: 91352

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

B. Trademark Registration No.(s) _____
(see attached)

Additional number(s) attached Yes No

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

Name: John P. Rynkiewicz

Internal Address: Suite 1100

Kaye Scholer LLP

Street Address: 901 Fifteenth Street, N.W.

City: Washington, State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

30

7. Total fee (37 CFR 3.41).....\$ 765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0228

DO NOT USE THIS SPACE

9. Signature.

John P. Rynkiewicz
Name of Person Signing

Signature

March 6, 2003

Date

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

03/12/2003 EDOOPER 00000256 110228 1566845 documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 CH
02 FC:8522 725.00 CH

TRADEMARK
REEL: 002689 FRAME: 0427

TrademarkRegistration NumberReel/Frame

Cork Grease	1566615	2330/0348
Diamond Cut	838806	2330/0348
Dispensapak	1256054	not available
Graftonite	1550087	not available
Frederick L. Hemke	1646794	2330/0348
Harrison-Hurtz	76/023764	not available
Grand Concert	1946995	not available
Grand Concert Select Evolution	75/637945	2330/0348
La Voz	1603657	2330/0348
La Voz plus design	1219919	2330/0348
La Voz PadGard	75/606604	2330/0348
La Voz Smartpak	76/094250	2330/0348
La Voz (Stylized)	1219919	2330/0348
Magic Recorder	1621015	not available
Metalite	1659688	not available
Mitchell Lurie	1652333	2330/0348
Mouthpiece Saver	1592581	2330/0348
NovaPak	0860092	2330/0348
Reedgard	1277984	2330/0348
Reedgard II	1570851	2330/0348
Reedgard IV	1571796	2330/0348
Rico	712864	2330/0348
Rico & Design	1185684	2330/0348
Rico International	2352995	2330/0348
Rico Royal	1622415	2330/0348
Rico Select Jazz	2227049	2330/0348
RJM signature (Roy J. Maier signature)	0400626	2342/0526
Sax neck saver	1589537	not available
Stand Mate	1402091	2342/0526
Symmetricut	409985	2330/0348

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of February 28, 2003, from Barclays Bank plc (the "Secured Party") to Rico Corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of June 28, 2001, in favor of the Secured Party (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Interest was previously recorded in the Trademark Division of the United States Patent & Trademark Office previously; and

WHEREAS, the obligations owing to the Secured Party have been satisfied and the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Grantor's business connected with and symbolized by the foregoing.

2. Further Assurance: The Secured Party hereby authorizes and empowers Grantor to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be necessary to effect the release of the Security Interests contemplated hereby and Grantor hereby agrees to carry out the necessary filings and to do such other acts.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC

By: 

Name: A. C. HERRIOTT

Title: CORPORATE BANKING DIRECTOR

SCHEDULE A

Trademark

Registration Number

Reel/Frame

Cork Grease	1566615	2330/0348
Diamond Cut	838806	2330/0348
Dispensapak	1256054	not available
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