

03-14-2003

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



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

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

1. Name of conveying party(ies):

Union Bank of California, N.A. **3.11.03**

- Individual(s)
- General Partnership
- Corporation-State
- Other National banking association
- 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: _____

26

7. Total fee (37 CFR 3.41).....\$ 665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0228

RECEIVED
M 7:47
SECTION

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**

03/13/2003 6TON11 00000052 110228 1566615

Mail 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 625.00 CH

TRADEMARK
REEL: 002690 FRAME: 0354

TrademarkRegistration NumberReel/Frame

Cork Grease	1566615	2359/0254
Diamond Cut	838806	2359/0254
Dispensapak	1256054	2359/0254
Graftonite	1550087	2359/0254
Frederick L. Hemke	1646794	2359/0254
Grand Concert	1946995	2359/0254
Grand Concert Select Evolution	75/637945	2359/0254
La Voz	1603657	2359/0254
La Voz plus design	1219919	2359/0254
La Voz PadGard	75/606604	2359/0254
La Voz Smartpak	76/094250	2359/0254
La Voz (Stylized)	1219919	2359/0254
Magic Recorder	1621015	2359/0254
Metalite	1659688	2359/0254
Mitchell Lurie	1652333	2359/0254
Mouthpiece Saver	1592581	2359/0254
Reedgard	1277984	2359/0254
Reedgard II	1570851	2359/0254
Reedgard IV	1571796	2359/0254
Rico	712864	2359/0254
Rico & Design	1185684	2359/0254
Rico International	2352995	2359/0254
Rico Select Jazz	2227049	2359/0254
RJM signature (Roy J. Maier signature)	400626	2359/0254
Sax neck Saver	1589537	2359/0254
Stand Mate	1402091	2359/0254

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of February 28, 2003, from Union Bank of California, N.A. (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; 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 agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

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

UNION BANK OF CALIFORNIA, N.A.

By : Brian Ishida

Name : BRIAN M. ISHIDA

Title : VICE PRESIDENT

SCHEDULE ATrademarkRegistration NumberReel/Frame

Cork Grease	1566615	2359/0254
Diamond Cut	838806	2359/0254
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Stand Mate	1402091	2359/0254

March 6, 2003

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Release of Security Interest - Trademarks

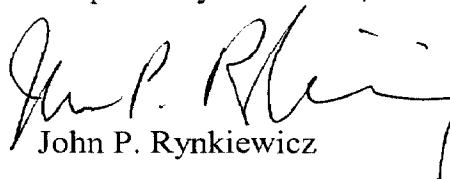
Dear Sir:

Enclosed please find a Release of Security Interest Agreement to be recorded against the twenty-six (26) identified trademark applications and registrations listed in the Recordation Cover Sheet. Also enclosed is a postcard to be date-stamped and returned to the undersigned.

The fees for the recordal are to be charged to Deposit Account No. 11-0228.

Please notify me regarding the official recordation as soon as possible.

Respectfully submitted,

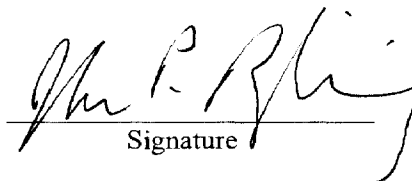

John P. Rynkiewicz

Enclosures

CERTIFICATE OF MAILING

Pursuant to 37 CFR § 1.8. I hereby certify that this correspondence will be deposited with the United States Postal Service on the Date of Signature, as First Class mail, in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

March 6, 2003
Date of Signature


Signature