

05-13-2003

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): 5.8.03 General Electric Capital Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Simoniz USA, Inc.
Internal
Address:
Street Address: 201 Boston Turnpike
City: Bolton State: CT Zip: 06040
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Connecticut
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Release of Security
Execution Date: 04/28/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/299,140
78/119,142; 78/214,322
B. Trademark Registration No.(s) 1,894,759
1,894,755; 2,254,701; 1,438,326;
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John C. Linderman
Internal Address:
McCormick, Paulding & Huber LLP
Street Address:
CityPlace II, 185 Asylum Street
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 37
7. Total fee (37 CFR 3.41) \$ 940.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 13-0235

DO NOT USE THIS SPACE

9. Signature.
John C. Linderman Name of Person Signing
Signature Date May 8 2003
Total number of pages including cover sheet, attachments, and document: 5

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

05/12/2003 TBIAZ1 00000100 76299140

01 FC:0521 40.00 CP
02 FC:0522 900.00 CP

TRADEMARK REEL: 002739 FRAME: 0139

Additional U.S. Trademark Registrations to be recorded against:

2,649,594	2,160,500	742,534
580,021	1,231,602	1,897,282
1,047,454	1,004,413	2,589,037
563,838	855,781	862,125
1,613,464	1,625,221	1,956,438
1,587,378	2,172,710	1,958,831
561,771	563,837	628,491
2,289,121	1,808,727	1,506,742
2,209,031	2,161,912	646,267
745,623	2,532,365	761,098

RELEASE AND REASSIGNMENT OF SECURITY INTERESTS

THIS RELEASE and REASSIGNMENT is made this 28th day of April, 2003 by GENERAL ELECTRIC CAPITAL CORPORATION (GECC), a New York corporation having a place of business at 83 Wooster Heights Road, Danbury, Connecticut, and SIMONIZ USA INC., a Connecticut Corporation and SIMONIZ SPECIALTY MARKETS DIVISION LLC, a Delaware Corporation, both having a place of business at 201 Boston Turnpike, Bolton, CT 06043 and collectively referred to hereafter as BORROWERS.

WHEREAS, GECC and BORROWERS entered into a certain Loan and Security Agreement dated October 26, 2000 whereby GECC agreed to make loans on behalf of BORROWERS; and

WHEREAS, BORROWERS and GECC also entered into a certain INTELLECTUAL PROPERTY SECURITY AGREEMENT and CONSENT with others, "the IP Security Agreement", which incorporated by referenced the Loan and Security Agreement, and which was recorded in the U.S. Patent and Trademark Office in the Patent Assignment records beginning at Reel/Frame 011620/0809 and in the Trademark Assignment records beginning at Reel/Frame 002248/0737; and

WHEREAS the parties desire to release and reassign the security interests granted by the Loan and Security Agreement and the IP Security Agreement;

NOW THEREFORE, in consideration of BORROWERS having fully discharged any and all duties or obligations under the aforementioned Loan and Security Agreement and the IP Security Agreement, including having fully paid or otherwise discharged the debt secured by the Loan and Security Agreement and the IP Security Agreement, and for other good and valuable consideration, the sufficiency of the consideration being hereby acknowledged by GECC, BORROWERS and GECC hereby agree as follows:

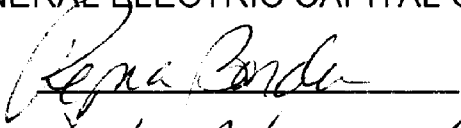
1. Said Loan and Security Agreement and the IP Security Agreement shall be and are fully and forever satisfied and discharged.

2. Any and all security interests granted by the Loan and Security Agreement and the IP Security Agreement, and any and all interest in the patents, including the patents listed in Schedule I of the IP Security Agreement, and the trademarks and good will associated with the marks, including the trademarks listed in Schedule II of the IP Security Agreement, or in other property, granted by the Loan and Security Agreement and/or the IP Security Agreement, are hereby released and reassigned to BORROWERS, and GECC or its successors in interest shall no longer hold any security or other interest associated with the Loan and Security Agreement and/or the IP Security Agreement to any right, title or interest of BORROWERS, or their predecessors in interest, in and to their property, now or previously owned or hereafter acquired.

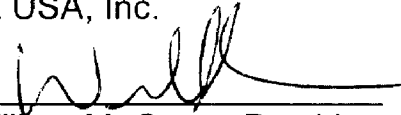
3. To any extent that the Loan and Security Agreement or the IP Security Agreement is not terminated by any other agreement between BORROWERS and GECC, or their respective predecessors in interest, the agreements are hereby terminated, and all rights, and duties or other obligations of BORROWERS under the IP Security Agreement or the Loan and Security Agreement are hereby terminated and reassigned to BORROWERS.

4. GECC warrants that it has the unqualified right to enter into this Release and Reassignment and to release BORROWERS, Inc. in accordance with the terms herein.

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Title: Deputy Authorized Signatory
Date: 5/1/03

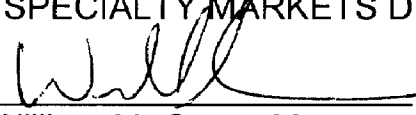
SIMONIZ USA, Inc.

By: 
William M. Gorra, President

Title: _____

Date: 4/28/03

SIMONIZ SPECIALTY MARKETS DIVISION LLC

By: 
William M. Gorra, Manager

Title: _____

Date: 4/28/03