

06-27-2003



MAY 6 2003

102484684

To the Honorable Commissioner of Patents and Trademarks

to record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-6-03
NBD Bank, Individually and as Agent (Revolving Loans),
now known as Bank One, NA, a national banking
association

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-Delaware
- Other Michigan banking association

Additional name(s) of conveying party(ies) attached?

- Yes No

3. Nature of conveyance:

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

Effective Date: April 22, 2003

2. Name and address of receiving party(ies):

Name: NWS, Inc.
2600 W. 35th Street
Chicago, IL 60632

Internal Address:

Street Address: Same as above

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- 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)

B. Trademark registration No.(s)
1,013,038 and 0,728,695

Additional numbers attached?

- Yes No

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

Name: M. Sue Michael

Internal Address: Bose McKinney & Evans LLP

Street Address: 2700 First Indiana Plaza
135 North Pennsylvania Street
Indianapolis, Indiana 46204

6. Total number of applications and registrations involved:
2

7. Total fee (37 CFR 3.41):.....\$65.00
(\$40.00 + \$25.00)

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 02-3223. Commissioner
authorized to charge any defect in fees, or credit
overpayment to said deposit account.
(Attach duplicate copy of this page if paying by deposit
account)

DO NOT USE THIS SPACE

9. State 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.

M. Sue Michael

Name of Person Signing

Signature

May 6, 2003

Date

Total number of pages including cover sheet, attachments and document: 6

06/26/2003 6TOM11 00000069 1013038

463089

01 FC:0521

02 FC:0522

40.00 OP

25.00 OP

RELEASE

WHEREAS, NWS, INC. (the Borrower") entered into a certain First Amended and Restated Credit Agreement dated July 31, 1995, as amended September 27, 1995, February 14, 1996, March 31, 1996, July 31, 1996 and May 16, 1997, by and among the Borrower and NBD BANK, a Michigan banking corporation ("NBD-MI"), NBD BANK, N.A., a national banking association ("NBD-IN"), BANK ONE, INDIANA, N.A. (formerly known as Bank One, Indianapolis, National Association), a national banking association ("Bank One"), LaSALLE NATIONAL BANK, a national banking association ("LaSalle"), THE SUMITOMO BANK LIMITED, a Japanese banking corporation [successor by assignment to the interests of The Dawai Bank, Limited] ("Sumitomo"), CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation [successor by assignment to the interests of BA Business Credit, Inc.] ("Congress"), FIRSTAR BANK MILWAUKEE, N.A. , a national banking association [successor by assignment to the interests of Bank of America, Illinois (successor by merger to Continental Bank, f/k/a Continental Bank, N.A.)] ("Firststar"), and BNY FINANCIAL CORPORATION (formerly known as Bank of New York Commercial Corporation), a New York corporation ("BNY") (NBD-MI, NBD-IN, Bank One, LaSalle, Sumitomo, Congress, Firststar and BNY being referred to herein collectively as the "Lenders"), and NBD-MI and NBD-IN, as agents for the Lenders hereunder (collectively, in such capacity, the "Agents") (the "Credit Agreement");

WHEREAS, the Borrower executed a certain First Amended and Restated Security Agreement in favor of the Agents, dated November 14, 1994 (the "Original Security Agreement"), which Original Security Agreement was amended and restated by a certain Second Amended and Restated Security Agreement in favor of the Agents, dated July 31, 1995 (the "Security Agreement"), and in connection therewith, the Borrower executed a certain Trademark Security Agreement in favor of the Agents, dated November 14, 1994 (the "Original Trademark Security Agreement"), which Original Trademark Security Agreement was amended and restated by a certain First Amended and Restated Trademark Security Agreement in favor of the Agents, dated July 31, 1995 (the "Trademark Security Agreement"), which agreements were recorded with the U.S. Patent and Trademark Office reflecting the security interest in the described trademarks granted by the Borrower to the Agents for the benefit of the Lenders. The Original Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office December 27, 1994 on Reel 1280 Frame 0302. The Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office November 7, 1995 on Reel 1407 Frame 0019;

WHEREAS, the Agents executed a Partial Release of the Trademark Security Agreement (including the Original Trademark Security Agreement as amended and restated by the Trademark Security Agreement) and the Security Agreement (including the Original Security Agreement as amended and restated by the Security Agreement) on June 25, 1997 ("Partial Release"), which released the Agents' security interest in and to all trademarks of NWS, INC. covered by the Trademark Security Agreement (including the Original Trademark Security Agreement as amended and restated by the Trademark Security Agreement) and the Security Agreement (including the Original Security Agreement as amended and restated by the Security Agreement) other than only those certain trademarks listed on Schedule A attached hereto. The

Partial Release was recorded with the U.S. Patent and Trademark Office July 30, 1997 on Reel 1610 Frame 0973;

WHEREAS, NWS, INC. and NWS-ILLINOIS, LLC, an Illinois limited liability company, engaged in a corporate restructuring effective December 31, 1998, whereby NWS, INC. assigned substantially all of its assets and operations to NWS-ILLINOIS, LLC. By Assignment of Trademarks dated January 20, 1999 and recorded with the U.S. Patent and Trademark Office on Reel 1864, Frame 0497, NWS, INC. assigned all of its right, title and interest in all trademarks, service marks, brand labels and trade names to NWS-ILLINOIS, LLC;

WHEREAS, the Agents desire to release and terminate all remaining security interests in and to the trademarks of NWS, INC. and NWS-ILLINOIS, LLC held by the Agents for and on behalf of the Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agents hereby release and terminate any and all remaining security interests in and to the trademarks, service marks, brand labels and trade names of NWS, INC. and NWS-ILLINOIS, LLC held pursuant to the Original Security Agreement, the Security Agreement, the Original Trademark Security Agreement recorded with the U.S. Patent and Trademark Office December 27, 1994 on Reel 1280 Frame 0302, and the Trademark Security Agreement with the U.S. Patent and Trademark Office November 7, 1995 on Reel 1407 Frame 0019, including, but not limited to, those certain trademarks listed on Schedule A attached to and made a part of this Release, and the Agents hereby terminate the Original Security Agreement, the Security Agreement, the Original Trademark Security Agreement, and the Trademark Security Agreement.

This Release may be executed in any number of counterparts, all of which taken together shall constitute a single document.

The Agents represent that they are authorized to execute this Release on behalf of the Lenders.

Executed this 22nd day of April, 2003 by the Agent's duly authorized representatives.

NBD BANK,
A Michigan banking association,
Individually and as Agent
(Revolving Loans), now known as Bank One, NA,
a national banking association

By: Brian A. Banning
Brian A. Banning
Its: Vice President

STATE OF Michigan)
)
COUNTY OF Wayne)

Before me, a Notary Public in and for said County and State, personally appeared
Brian A. Banning known to me to be a Vice President
of Bank One, NA, a national banking association, successor to NBD Bank, a Michigan banking
association, who acknowledged the execution of the foregoing Partial Release for and on behalf
of said bank.

WITNESS my hand and Notarial Seal this 22nd day of April, 2003.

My County of Residence:

Wayne

My Commission Expires:

11-15-2005

Carol Plasha

Notary Public - Signature

Carol Plasha

Printed Name

CAROL PLASHA
Notary Public, Wayne County, MI
My Commission Expires November 15, 2005

NBD BANK, N.A.
A national banking association,
Individually and as Agent
(Term and Mortgage Loans), now known as Bank
One, NA, a national banking association

By: *Brian A. Banning*
 Brian A. Banning
Its: Vice President

STATE OF Michigan)
)
COUNTY OF Wayne)

Before me, a Notary Public in and for said County and State, personally appeared
Brian A. Banning known to me to be a Vice President
of Bank One, NA, a national banking association, successor to NBD Bank, N.A. a national
banking association, who acknowledged the execution of the foregoing Partial Release for and
on behalf of said bank.

WITNESS my hand and Notarial Seal this 22nd day of April, 2003.

My County of Residence:

Wayne

My Commission Expires:

11-15-2005

Carol Plasha

Notary Public – Signature

Carol Plasha

Printed Name

CAROL PLASHA
Notary Public, Wayne County, MI
My Commission Expires November 15, 2005

SCHEDULE A
To Release

<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Trademark</u>	<u>Status</u>
U.S. Patent and Trademark Office	1013038	DIMITRI	Renewed June 10, 1995
U.S. Patent and Trademark Office	0728695	CANADIAN RESERVE	Renewed June 15, 2002

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