

07-21-2003

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

Tab settings

102501615

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

1. Name of conveying party(ies):

Whitehall Business Credit Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State New York Other

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

3. Nature of conveyance:

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

Execution Date: June 25, 2003

2. Name and address of receiving party(ies)

Name: PrO Unlimited, Inc.

Internal

Address:

Street Address: 415 Crossways Park Drive

City: Woodbury State: NY Zip: 11797-9006

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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) 2,405,911

Additional number(s) attached Yes No

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

Name: Sophie B. Anger, Esq.

Internal Address: Torys LLP

Street Address: 237 Park Avenue

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

502793

DO NOT USE THIS SPACE

9. Signature.

Sophie B. Anger, Esq.

Name of Person Signing

Signature

July 14, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

07/16/2003 6TDM11 00000101 502793 2405911 01 FC:8521 40.00 BA

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

TRADEMARK REEL: 002781 FRAME: 0421

OFFICE OF PUBLIC RECORDS 2003 JUL 14 AM 9:03 FINANCE SECTION

**TERMINATION AND RELEASE**  
**(Trademarks)**

This TERMINATION AND RELEASE is dated as of June 25, 2003, and made by Whitehall Business Credit Corporation, a New York corporation, as successor in interest to IBJ Whitehall Business Credit Corporation (the "Secured Party"), in favor of PrO Unlimited, Inc., a New York corporation (the "Pledgor").

WITNESSETH:

WHEREAS, the Pledgor granted a security interest in certain Collateral (as hereinafter defined) to the Secured Party (the "Security Interest"); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on December 27, 2000, at Reel 2215, Frame 0202; and

WHEREAS, 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, 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 Pledgor's right, title and interest of every kind and nature in the 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 reissues, continuations, continuations-in-part or extensions thereof/ all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or receivable with respect thereto, including, without limitation, all damages and payments receivable for past, present and/or future infringements thereof; (iv) the right to sue for past, present and/or future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of the Pledgor's business connected with or symbolized by the foregoing.

2. Further Assurances. The Secured Party hereby agrees to 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.

WHITEHALL BUSINESS CREDIT CORPORATION

By:   
Name: Patrick Wauage  
Title: Sr. V.P.

<u>Trademark</u>	<u>Registration #</u>	<u>Serial #</u>
Returning Retiree Solutions	2,405,911	75-806313

474248.2  
22764-2009