

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Collateral Agent and Administrative Agent	The Chase Manhattan Bank	02/12/2004	New York Banking Corporation:

RECEIVING PARTY DATA	
Name:	Kinko's Ventures, Inc.
Street Address:	13155 Noel Road, Suite 1600
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2343093	BECAUSE SOMETIMES, IT'S NOT JUST WHAT YOU SAY, BUT HOW YOU SAY IT.
Registration Number:	2266603	EARTH FIBERS
Registration Number:	2292733	EARTH FIBERS TREE FREE
Registration Number:	2280787	IF YOU CAN THINK IT, YOU CAN DO IT
Registration Number:	1109701	KINKO'S
Registration Number:	1869915	KINKO'S
Registration Number:	1878902	KINKO'S
Registration Number:	1878998	KINKO'S
Registration Number:	1896175	KINKO'S
Registration Number:	2307091	KINKO'S COLOR MADE EASY
Registration Number:	2323080	COLOR MADE EASY KINKO'S
Registration Number:	1869916	KINKO'S COPIES
Registration Number:	1870011	KINKO'S COPIES

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Registration Number:	1872847	KINKO'S COPIES
Registration Number:	1878999	KINKO'S COPIES
Registration Number:	2376764	KINKO'S CORPORATE DOCUMENT SOLUTIONS
Registration Number:	2331489	KINKO'S EXPRESS
Registration Number:	2340353	KINKO'S EXPRESS
Registration Number:	2343215	KINKO'S EXPRESS YOURSELF
Registration Number:	2342822	KINKO'S EXPRESS YOURSELF.
Registration Number:	2344916	KINKO'S EXPRESS YOURSELF
Registration Number:	2320416	KINKO'S
Registration Number:	2292132	KINKO'S OPEN 24 HOURS
Registration Number:	2233233	KINKO'S PHOTOLAB
Registration Number:	2376690	KINKOBAHN
Registration Number:	2260178	KINKONET
Registration Number:	2356922	KINKONET
Registration Number:	2445957	LIVEIDEAS
Registration Number:	2270439	OFFICING
Registration Number:	2523574	PHOTOCOPYING, PRESENTATION SERVICES, COMPUTER RENTALS, COLOR PRINTING, BINDING AND PRETTY MUCH ANYTHING ELSE YOU CAN THINK OF TO MAKE YOUR POINT
Registration Number:	1441425	PROFESSOR PUBLISHING
Registration Number:	2377040	SOMETIMES, IT'S NOT JUST WHAT YOU SAY, BUT HOW YOU SAY IT.
Registration Number:	2067028	THE NEW WAY TO OFFICE
Serial Number:	75846375	LIVEDESIGNER

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2276
Email: KSolomon@stblaw.com
Correspondent Name: Alison J. Winick, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0436
NAME OF SUBMITTER:	Kimberly Solomon

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of February 12, 2004, from JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as collateral agent and administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Kinko's Ventures, Inc., a Delaware corporation, (the "Pledgor") with its principal place of business located at 13155 Noel Road, Suite 1600, Dallas, Texas 75240.

WITNESSETH:

WHEREAS, pursuant to the (i) Trademark Security Agreement, dated as of April 5, 2000, made by the Pledgor in favor of the Agent (the "Pledgor Security Agreement") and (ii) Trademark Security Agreement, dated as of December 29, 2000, made by Kinkos.com, Inc. ("Kinkos.com"), predecessor in interest to the Pledgor, in favor of the Agent (the "Kinkos.com Security Agreement", and together with the Pledgor Security Agreement, the "Security Agreements"), a security interest (the "Security Interest") was granted by the Pledgor or Kinkos.com, as the case may be, to the Agent in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, pursuant to the Trademark Assignment, dated as of August 3, 2001 (the "Trademark Assignment"), Kinkos.com assigned to the Pledgor all of Kinkos.com's right, title and interest in and to its Trademark Collateral, including, without limitation, the trademarks listed on Schedule A attached hereto and made a part hereof and identified as being formerly owned by Kinkos.com; and

WHEREAS, the Pledgor Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 25, 2000 at Reel 2091 and Frame 0495; and

WHEREAS, the Kinkos.com Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 6, 2001 at Reel 2234 and Frame 0845; and

WHEREAS, the Trademark Assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on August 29, 2001 at Reel 2364 and Frame 0478; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby

acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definition. The term "Trademark Collateral," as used herein, shall mean all of the Pledgor's right, title and interest in and to all of the Pledgor's United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule A attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all other rights of any kind whatsoever of the Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to execute and deliver to the Pledgor all releases or other documents reasonably necessary or desirable for the release of the Security Interest created pursuant to the Security Agreements on the Trademark Collateral.

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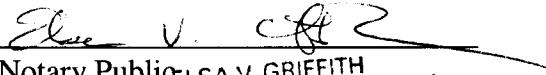
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK (formerly known as
THE CHASE MANHATTAN BANK)

By: Kathryn A. Duncan
Name: **KATHRYN A. DUNCAN**
Title: **VICE PRESIDENT**

STATE OF New York)
) ss
COUNTY OF New York)

On the 22nd day of January, 2004, before me personally came Kathryn A. Duncan, who is personally known to me to be the Vice President of JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public: **ELSA V GRIFFITH**
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2007
(PLACE STAMP AND SEAL ABOVE)

Schedule A

Trademark Registrations

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
BECAUSE SOMETIMES, IT'S NOT JUST WHAT YOU SAY, BUT HOW YOU SAY IT	75/657,598	03/10/99	2,343,093	04/18/00
EARTH FIBERS TREE FREE	75/435,992	02/18/98	2,266,603	08/03/99
EARTH FIBERS TREE FREE (Design)	75/570,289	10/14/98	2,292,733	11/16/99
IF YOU CAN THINK IT, YOU CAN DO IT	75/435,993	02/18/98	2,280,787	09/28/99
KINKO'S	73/096,862	08/16/76	1,109,701	12/19/78
KINKO'S	74/484,877	01/31/94	1,869,915	12/27/94
KINKO'S	74/484,879	01/31/94	1,878,902	02/14/95
KINKO'S	74/484,878	01/31/94	1,878,998	02/14/95
KINKO'S	74/484,876	01/31/94	1,896,175	05/30/95
KINKO'S COLOR MADE EASY	75/477,923	05/01/98	2,307,091	01/11/00
KINKO'S COLOR MADE EASY Design	75/477,924	05/01/98	2,323,080	02/29/00
KINKO'S COPIES	74/484,880	01/31/94	1,869,916	12/27/94
KINKO'S COPIES	74/484,882	01/31/94	1,870,011	12/27/94
KINKO'S COPIES	74/484,881	01/31/94	1,872,847	01/10/95
KINKO'S COPIES	74/484,883	01/31/94	1,878,999	02/14/95
KINKO'S CORPORATE DOCUMENT SOLUTIONS	75/592,954	11/20/98	2,376,764	08/15/00
KINKO'S EXPRESS	75/568,352	10/09/98	2,331,489	03/21/00
KINKO'S EXPRESS Design	75/583,159	11/05/98	2,340,353	04/11/00
KINKO'S EXPRESS YOURSELF	75/682,578	04/14/99	2,343,215	04/18/00
KINKO'S EXPRESS YOURSELF Stylized B/W	75/598,094	12/02/98	2,342,822	04/18/00
KINKO'S EXPRESS YOURSELF Stylized Color	75/598,093	12/02/98	2,344,916	04/25/00
KINKO'S in Color	75/488,718	05/20/98	2,320,416	02/22/00
KINKO'S OPEN 24 HOURS	75/431,961	02/10/98	2,292,132	11/16/99
KINKO'S PHOTOLAB (Design)	75/208,281	11/13/96	2,233,233	03/23/99
KINKOBAHN	75/565,716	10/07/98	2,376,690	08/15/00
KINKONET	75/106,999	05/20/96	2,260,178	07/13/99
KINKONET (Design "E")	75/595,770	11/25/98	2,356,922	06/13/00
LIVEIDEAS*	75/846,391	11/10/99	2,445,957	04/24/01
OFFICING	75/436,399	02/18/98	2,270,439	08/17/99
PHOTOCOPYING, PRESENTATION SERVICES, COMPUTER RENTALS, COLOR PRINTING, BINDING AND	75/677,502	04/08/99	2,523,574	12/25/01
PROFESSOR PUBLISHING	73/623,248	10/01/86	1,441,425	06/02/87
SOMETIMES, IT'S NOT JUST WHAT YOU SAY, BUT HOW YOU SAY IT	75/657,597	03/10/99	2,377,040	08/15/00
THE NEW WAY TO OFFICE	75/107,436	05/21/96	2,067,028	06/03/97

* Formerly owned by Kinkos.com.

Trademark Applications

Trademark	App. No.	Filing Date
LIVEDESIGNER*	75/846,375	11/10/99

* Formerly owned by Kinkos.com.

509265-0436-10167-NY01.2349713

RECORDED: 02/13/2004

**TRADEMARK
REEL: 002793 FRAME: 0049**