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ET 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): The CIT Group/Business Credit, Inc. successor by merger to The CIT Group/Credit Finance, Inc. ("CIT")

2. Name and address of receiving party(ies) Name: Mel Bernie and Company, Inc. Internal Address: Street Address: 3000 Empire Avenue City: Burbank State: CA Zip:

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release of Security Agreement Execution Date: 01/03/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,691,406

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James M. Duncan Internal Address: Street Address: P.O. Box 11172 City: Bakersfield State: CA Zip: 93389-1172

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: AUG - 4 2003

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9. Signature. John Abrams Name of Person Signing [Signature] Signature 06-10-03 Date [2] Total number of pages including cover sheet, attachments, and document:

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

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TRADEMARK REEL: 002795 FRAME: 0502

RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT

RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of ~~December 3~~^{January 28, 2003}, 2002, made by The CIT Group/Business Credit, Inc., successor by merger to The CIT Group/Credit Finance, Inc. ("CIT"), with offices located at 300 South Grand Avenue, Los Angeles, California 90071.

WHEREAS, CIT and Mel Bernie and Company, Inc., (the "Borrower") are parties to a certain Loan and Security Agreement dated as of July 28, 1997 (the "Loan and Security Agreement"), pursuant to which CIT made certain loans and other financial accommodations (the "Loans") to the Borrower.

WHEREAS, as partial security for the Borrower's Obligations, as that term is used herein and is defined in the Loan and Security Agreement, the Borrower has executed a certain Trademark and Patent Security Agreement (the "Trademark and Patent Security Agreement"), dated as of July 28, 1997, pursuant to which the Borrower granted a security interest in and to the Collateral listed on Schedules A, B and C attached hereto, as that term is used herein and is defined in the Trademark and Patent Security Agreement;

WHEREAS, the Trademark and Patent Security Agreement and a patent recordation form were filed in the United States Patent and Trademark Office on August 19, 1997 at Reel/Frame 1622/0496;

WHEREAS, the Obligations have been fully satisfied and, therefore, the Borrower has requested that CIT release its security interest in the Collateral listed on Schedules A, B and C attached hereto and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. CIT hereby releases its security interest in CIT's rights, title and interest, in and to the Collateral listed on Schedules A, B and C attached hereto, as such rights, title and interest are granted in the Trademark and Patent Security Agreement.

2. CIT hereby resigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by CIT, all of CIT's rights, title and interest, in and to the Collateral, as such rights, title and interest are granted in the Trademark and Patent Security Agreement.

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