

FORM PTO-1594 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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TM05/REV03

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Docket No.:

0066-162-1

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Frances Meyer, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

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

Name: **First Dominion Capital, L.L.C.**

Internal Address: \_\_\_\_\_

Street Address: **1330 Avenue of the Americas**

City: **New York**                      State: **NY**      ZIP: **10019**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **Limited Liability Company of Delaware**

If assignee is not domiciled in the United States, a domestic designation is                       Yes       N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes       N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other **Memorandum of Release and Satisfaction**

Execution Date: **December 17, 2003**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
**78/288,159**

Additional numbers                       Yes  No

B. Trademark Registration No.(s)

1,334,376	2,116,841	2,456,726
1,614,605	2,432,484	2,465,821
1,564,392	2,183,976	

Additional numbers                       Yes  No

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

Name: **Meyer A. Gross, Esq.**

Internal Address: \_\_\_\_\_

**Schweitzer Cornman Gross & Bondell LLP**

Street Address: **292 Madison Avenue**

**19th Floor**

City: **New York**                      State: **NY**      ZIP: **10017**

6. Total number of applications and registrations involved:..... **9**

7. Total fee (37 CFR 3.41):.....\$ **\$240.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**19-0748**

DO NOT USE THIS SPACE

9. Statement 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.*

**Meyer A. Gross**                      *Meyer A. Gross*                      **March 4, 2004**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and **6**

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

700070064

**TRADEMARK**  
**REEL: 002806 FRAME: 0437**

CH \$240.00 190748 78288159

**MEMORANDUM OF RELEASE AND SATISFACTION OF  
TRADEMARK AND SERVICE MARK SECURITY INTEREST**

This Memorandum is dated as of December 8, 2003, between Frances Meyer, Inc., by change of name from Frances Meyer Acquisition, Inc., a Delaware corporation (the "Mark Owner"), having a place of business at 104 Coleman Blvd., Savannah, GA, and First Dominion Capital, L.L.C., as former agent for itself and certain other undersigned lenders (the "Secured Party") under the Credit Agreement dated as of September 16, 1998, as amended, restated or otherwise supplemented from time to time, a Memorandum of which and dated as of September 16, 1998, was recorded in the USPTO on Reel 1834, Frame 0571 of Trademarks, among the Mark Owner, certain of its affiliates, certain lenders party thereto and the Secured Party, having a place of business at 1330 Avenue of the Americas, New York, New York 10019.

1. Pursuant to the Pledge and Security Agreement dated as of September 16, 1998, as from time to time in effect (the "Security Agreement"), among the Mark Owner, certain of its affiliates and the Secured Party, the Mark Owner granted to the Secured Party a security interest in certain registered trademarks, service marks and applications therefor listed in Exhibit A attached hereto and made a part hereof, in the name of the Mark Owner together with the registrations thereof and good will symbolized thereby (collectively the "Collateral").

2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner had the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

3. The Secured Party hereby forever releases all its security interest and rights in the collateral, and accepts satisfaction of the Pledge and Security Agreement dated as of September 16, 1998.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

Secured Party:

Frances Meyer, Inc.  
by change of name from Frances Meyer Acquisition, Inc.

By: [Signature]  
Name: JEFFREY M. BOETTCHER  
Title: PRESIDENT/CEO

Dated: December 17, 2003

First Dominion Funding II

By: \_\_\_\_\_  
Name:  
Title:

EOS Partners, L.P.

By: \_\_\_\_\_  
Name:  
Title:

Dated: December \_\_\_\_\_, 2003

Pine Island Investments, LLC

By: [Signature]  
Name: JEFFREY M. BOETTCHER  
Title: MANAGER

Dated: December 17, 2003

2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner had the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

3. The Secured Party hereby forever releases all its security interest and rights in the collateral, and accepts satisfaction of the Pledge and Security Agreement dated as of September 16, 1998.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:  
**Frances Meyer, Inc.**  
by change of name from Frances Meyer Acquisition, Inc.

Secured Party:  
*First Dominion Funding II by Credit Suisse Asset Management of Collateral Mgr.*  
By: *Lisa Conrad*  
Name: LISA CONRAD  
Title: DIRECTOR

By: \_\_\_\_\_  
Name  
Title:

Dated: December \_\_\_\_\_, 2003

**EOS Partners, L.P.**  
By: \_\_\_\_\_  
Name:  
Title:

Dated: December \_\_\_\_\_, 2003

**Pine Island Investments, LLC**  
By: \_\_\_\_\_  
Name:  
Title:

Dated: December \_\_\_\_\_, 2003

2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner had the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

3. The Secured Party hereby forever releases all its security interest and rights in the collateral, and accepts satisfaction of the Pledge and Security Agreement dated as of September 16, 1998.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

Secured Party:

**Frances Meyer, Inc.**  
by change of name from Frances Meyer Acquisition, Inc.

By: \_\_\_\_\_  
Name  
Title:

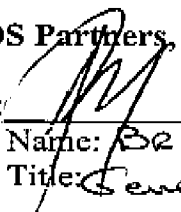
**First Dominion Funding II**

Dated: December \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Name:  
Title:

**EOS Partners, L.P.**

Dated: December \_\_\_\_\_, 2003

By:   
Name: Brian D. Young  
Title: General Partner

**Pine Island Investments, LLC**

Dated: December \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Name:  
Title:

**APPENDIX A**

<b><u>Registrations:</u></b>	<b><u>Registration No.</u></b>
BANNERS BY THE YARD	1,334,376
FRANCES MEYER	1,614,605
FRANCES MEYER INC.	1,564,392
MY HANDS	2,116,841
MEMORIES TO KEEP	2,432,484
THE SCRAPBOOK LEADER	2,183,976
PANORAMIC PAGE PROTECTORS	2,456,726
THE QUEEN BEE OF SOCIAL GRACES AND CHARMING STYLE	2,465,821

**PENDING APPLICATION:**

DESIGN-A-TITLE	78/288,159
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**COMMON LAW**

FMI

FRANCESMEYER.COM