

09-11-2003

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

9.11.03

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

1. Name of conveying party(ies): MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State MASSACHUSETTS
[ ] Other
Additional name(s) of conveying party(ies) attached? [X] Yes [ ] No

2. Name and address of receiving party(ies)
Name: STAR INTERNATIONAL HOLDINGS, INC.
Internal
Address:
Street Address: 10 SUNNEN DRIVE
City: ST. LOUIS State: MO Zip: 63143
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] Corporation-State DELAWARE
[ ] 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? [X] Yes [ ] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other Release and Reassignment
Execution Date: 05/13/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached.
B. Trademark Registration No.(s) See attached.
Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Johnson
Internal Address: Katten Muchin Zavis Rosenman
Suit 1600
Street Address: 525 WEST MONROE STREET
City: CHICAGO State: IL Zip: 60661

6. Total number of applications and registrations involved: 24
7. Total fee (37 CFR 3.41) \$ 615.00
[X] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
PENELOPE JOHNSON Name of Person Signing
Penelope Johnson Signature
05/13/2003 Date
Total number of pages including cover sheet, attachments, and document: 9

09/12/2003 GT0N11 00000002 76467569

01 FC:0521 40.00 OP
02 FC:0522 575.00 OP

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

TRADEMARK REEL: 002822 FRAME: 0720

**ADDITIONAL CONVEYING PARTIES:**

MassMutual Corporate Investors  
MassMutual Participation Investors  
MassMutual Corporate Value Partners Limited

**ADDITIONAL RECEIVING PARTIES:**

Star Manufacturing International, Inc., a Delaware corporation  
10 Sunnen Drive  
St. Louis, MO 63143

Holman Cooking Equipment, Inc., a Delaware corporation  
10 Sunnen Drive  
St. Louis, MO 63143

U.S. TRADEMARK APPLICATIONS

<i>Applicant</i>	<i>Mark</i>	<i>Application No.</i>	<i>Application Date</i>
Star International Holdings, Inc.	HOLMAN A STAR MANUFACTURING COMPANY	76/467,569	11.18.02
Star Manufacturing International, Inc.	GALAXY	75/560,313	09.28.98
Star Manufacturing International, Inc.	STAR GRILL-MAX	75/552,044	09.10.98
Star Manufacturing International, Inc.	STAR GRILL-MAX PRO	75/567,722	10.09.98
Star Manufacturing International, Inc.	SAR MAX	78/221,956	03.03.03

Trademark Release and Reassignment

TRADEMARK  
REEL: 002822 FRAME: 0722

**EXHIBIT A to Trademark Release and Reassignment**

**U.S. TRADEMARK REGISTRATIONS**

<i>Holder</i>	<i>Mark</i>	<i>Registration No.</i>	<i>Registration Date</i>
Holman Cooking Equipment, Inc.	QCSE	2,517,426	12.11.01
Holman Cooking Equipment, Inc.	QCS	2,517,425	12.11.01
Holman Cooking Equipment, Inc.	RCS	2,517,426	12.11.01
Holman Cooking Equipment, Inc.	BAGELFAST	2,396,455	10.17.01
Holman Cooking Equipment, Inc.	TURBOTOAST	2,281,132	09.28.99
Holman Cooking Equipment, Inc.	BLAZING BAGELS	2,131,682	01.27.98
Holman Cooking Equipment, Inc.	MORE BREAD FROM TOAST	2,011,188	10.22.96
Holman Cooking Equipment, Inc.	OVEREASY	2,011,150	10.22.96
Holman Cooking Equipment, Inc.	MINIVEYOR HOLMAN	1,925,315	10.10.95
Holman Cooking Equipment, Inc.	PROVEYOR HOLMAN	1,771,299	05.18.93
Holman Cooking Equipment, Inc.	FINAL TOUCH	1,220,756	12.18.82
Holman Cooking Equipment, Inc.	HOLMAN	1,183,661	12.29.81
Star Manufacturing International, Inc.	DURATEC	2,462,212	06.19.01
Star Manufacturing International, Inc.	SEAL-MAX	2,462,211	06.19.01
Star Manufacturing International, Inc.	TOASTSWELL	511,332	06.21.49
Star Manufacturing International, Inc.	CIMA	1,906,444	07.18.95
Star Manufacturing International, Inc.	CHIEF'S CHOICE	1,693,407	06.09.92
Star Manufacturing International, Inc.	JETSTAR	2,635,159	10.15.02
Star Manufacturing International, Inc.	STAR	1,674,940	2.11.92

Trademark Release and Reassignment

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 13, 2003, by Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors and MassMutual Corporate Value Partners Limited (collectively, the “**Releasing Parties**”).

### WITNESSETH:

WHEREAS, the Releasing Parties, Star International Holdings, Inc., a Delaware corporation (“**Star Holdings**”), Star Manufacturing International, Inc., a Delaware corporation (“**Star Manufacturing**”), and Holman Cooking Equipment, Inc., a Delaware corporation (“**Holman**”; Holman, together with Star Holdings and Star Manufacturing, the “**Companies**”), were parties to a certain security agreement dated as of January 25, 2000 (the “**Security Agreement**”), pursuant to which the Companies granted a security interest to the Releasing Parties in, and a collateral assignment to the Releasing Parties of, among other things, the trademarks (and intellectual property relating to same) as security for certain obligations owing by the Companies to the Releasing Parties, including, without limitation, the trademarks (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 15, 2000, at Reel 2042, Frame 0794; and

WHEREAS, the Companies have requested that the Releasing Parties release their security interests in the trademarks and reassign the same to the Companies, as applicable;

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

1. The Releasing Parties hereby release their security interests in all of the Companies’ right, title and interest in and to all of the following:

(a) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

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(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Companies against third parties for past, present or future: (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Exhibit A annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Exhibit A and the trademarks licensed under any trademark license or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

2. Each Releasing Party hereby reassigns, grants and conveys to the applicable Company, without any representation, recourse or undertaking by any Releasing Party, all of such Releasing Party's right, title and interest in and to the trademarks, and the goodwill of each Company's business connected with the use of and symbolized by the trademarks.

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[Signature Page Follows]*

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**TRADEMARK**  
**REEL: 002822 FRAME: 0725**

IN WITNESS WHEREOF, the Releasing Parties have caused this Release and Reassignment to be duly executed by their duly authorized officers as of the day and year first above written.

**MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY**

By: David L. Babson & Company Inc. as  
Investment Adviser

By: Richard C. Morrison  
Name: Richard C. Morrison  
Title: Managing Director

**MASSMUTUAL CORPORATE  
INVESTORS**

By: Richard C. Morrison  
Name: Richard C. Morrison  
Title: Vice President

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

**MASSMUTUAL PARTICIPATION  
INVESTORS**

By: Richard C. Morrison  
Name: Richard C. Morrison  
Title: Vice President

By: David L. Babson & Company Inc. under delegated authority from Massachusetts Mutual Life Insurance Company as Investment Manager

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust individually, but the Trust's assets and property only shall be bound.

By: Richard C. Morrison  
Name: Richard C. Morrison  
Title: Managing Director

Trademark Release and Reassignment

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