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Form PTO-1594
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04-02-2004

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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):

Bank of America N.A., as Agent

- [ ] Individual(s)
- [x] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: Answer Products, Inc.

Internal Address:

Street Address: 28209 Avenue Stanford

City: Valencia State: CA Zip: 91355

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State CA
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Release of Security Interest

Execution Date: 3/31/04

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1226585

Additional number(s) attached [ ] Yes [x] No

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

Name: Kristin Brozovic

Internal Address:

Street Address: Latham & Watkins Illinois LLC
233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

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:

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic
Name of Person Signing

Kristin Brozovic
Signature

4/1/04
Date

Total number of pages including cover sheet, attachments, and document: 5

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

04/05/2004 ECOOPER 00000019 1226585

01 FC:8521 40.00 OP
02 FC:8523 120.00 OP

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of March 31, 2004 by Bank of America, N.A., as Agent ("Bank of America").

WHEREAS, Bank of America and Answer Products, Inc., a California corporation, ("Borrower"), entered into that certain Trademark Agreement, dated as of February 15, 2001 (the "Trademark Agreement");

WHEREAS, the Trademark Agreement granted Bank of America a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, as security for certain obligations of Borrower to Bank of America (the "Obligations");

WHEREAS, Bank of America recorded the Trademark Agreement on April 29, 2002 at Reel 002507, Frames 0052-0068 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, subject to that certain Consent to Amended and Restated Credit Agreement among Bank of America and the Loan Parties (as defined therein) signatory thereto dated as of the date hereof (the "Consent"), Borrower has requested that Bank of America release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of America hereby agrees as follows:

Effective upon receipt of the "Paydown Amount" described in the Consent, Bank of America hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due 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, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Bank of America further agrees, at the sole cost and expense of Borrower, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Bank of America has caused this Release of Trademarks to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., AS AGENT

By: _____
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to Release of Trademarks]

SCHEDULE A

TO

RELEASE OF TRADEMARKS

TRADEMARK	REG. NO.	ISSUE DATE
MAGNUM	1226585	2/8/83

RECORDED: 04/02/2004

TRADEMARK
REEL: 002823 FRAME: 0982