

10-17-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

10/13/03

RECORDED



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

Tab settings

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

1. Name of conveying party(ies): HELLER FINANCIAL, INC., as Agent

- Individual(s) Association General Partnership Limited Partnership Corporation-State DE Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release and Reassignment

Execution Date: 10/01/2003

2. Name and address of receiving party(ies) Name: FASTSIGNS INTERNATIONAL, INC.

(f/k/a American Fastsigns, Inc.)

Street Address: 2550 Midway Road, Suite 150

City: Carrollton State: TX Zip: 75006-2366

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State TX 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? Yes No

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 Yes No

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

Name:

Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202 783 2700

Street Address:

City: State: Zi

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Name of Person Signing

Penelope S. Johnson Signature

10/13/2003 Date

Total number of pages including cover sheet, attachments, and document: 7

10/17/2003 LMUeller 00000025 1666156

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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40.00 DP 275.00 DP

TRADEMARK REEL: 002844 FRAME: 0621

SCHEDULE 1

AMERICAN FASTSIGNS, INC.

U.S. TRADEMARKS

<u>Mark</u>	<u>Appln/ Reg. No.</u>	<u>Appln/ Reg. Date</u>
FASTSIGNS	1,666,156	11/26/91
THE ONE DAY SIGN AND LETTERING EXPERTS	1,684,772	04/28/92
FOR A QUALITY SIGN THAT'S RIGHT. ON TIME.	1,758,987	03/16/93
QUALITY SIGNS. DONE RIGHT. ON TIME.	75/281,474	04/25/97
SIGNWAVE	74/277,973	05/22/92
SIGNWAVE FOR A QUALITY SIGN THAT'S RIGHT. ON TIME.	74/277,838	05/22/92
FASTPANEL	75/041,754	01/11/96
FASTSTAND	75/041,753	01/11/96
FASTFLEX	75/054,142	01/31/96
QUALITY DISPLAYS, IN JUST DAYS	2,028,713	01/07/97
FASTSHIP	75/357,678	09/16/97
SIGN & GRAPHIC SOLUTIONS MADE SIMPLE	75/387,698	11/10/97

**EXHIBIT A to Trademark Release and Reassignment**

See the attached.

Trademark Release and Reassignment

**TRADEMARK**  
**REEL: 002844 FRAME: 0623**

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 1, 2003, by Heller Financial, Inc., a Delaware corporation, as Agent (“**Heller**”).

### WITNESSETH:

WHEREAS, Heller and Fastsigns International, Inc., a Texas corporation formerly known as American Fastsigns, Inc. (“**Fastsigns**”), were parties to a certain security agreement dated as of February 19, 1998 (the “**Security Agreement**”), pursuant to which Fastsigns granted a security interest to Heller in, among other things, the trademarks (and intellectual property relating to same) as security for certain obligations owing by Fastsigns to Heller, 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 March 17, 1998, at Reel 1700, Frame 0919; and

WHEREAS, Fastsigns has requested that Heller release its security interests in the trademarks and reassign the same to Fastsigns, as applicable;

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

1. Heller hereby releases its security interests in all of Fastsign’s 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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Fastsigns 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. Heller hereby reassigns, grants and conveys to Fastsigns, without any representation, recourse or undertaking by Heller, all of Heller's right, title and interest in and to the trademarks, and the goodwill of Fastsign's business connected with the use of and symbolized by the trademarks.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Heller has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**HELLER FINANCIAL, INC.**, a  
Delaware corporation, as Agent

By: *Robert A. Pierce*  
Name: *Robert A. Pierce*  
Title: *Duly Authorized Signatory*

Trademark Release and Reassignment

**TRADEMARK**  
**REEL: 002844 FRAME: 0626**

**SCHEDULE 1**

**AMERICAN FASTSIGNS, INC.**

**U.S. TRADEMARKS**

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