

11-10-2003

11-10-03

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



102596445

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): 11.10.03 The CIT Group/Business Credit, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State NY [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Sharper Image Corporation Internal Address: Street Address: 650 Davis Street City: San Francisco State: CA Zip: 94111 [] 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? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Termination Execution Date: November 3, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 74/499,564 B. Trademark Registration No.(s) SEE ATTACJED Additional number(s) attached [x] Yes [] No

B. Trademark Registration No.(s) SEE ATTACJED

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Melissa R. DeVita, Esq. Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 515 So. Flower Street, 25F City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41) \$ 240.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: #16-0752

DO NOT USE THIS SPACE

9. Signature.

Melissa R. DeVita, Esq. Name of Person Signing

[Signature] Signature

November 6, 2003 Date

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

11/12/2003 ECDOPER 00000023 74499564

01 FC:8521 02 FC:8522

40.00 DP 200.00 DP

TRADEMARK REEL: 002860 FRAME: 0181

U.S. TRADEMARKS

<u>Name</u>	<u>Filing Date</u>	<u>Registration / U.S. Number</u>
The Sharper Image	Sept. 29, 1981	1,171,695
Auto-Drive	Nov. 29, 1993	1,862,537
Vitesse	Nov. 29, 1993	1,868,299
Quiet Drive	Nov. 29, 1993	1,862,536
Safety Companion	Jan. 18, 1994	1,928,644
Sharper Image Healthy Living	March 14, 1994	1,925,396
Radar Watchdog	March 14, 1994	2,003,412
Heart and Sound Soother	August 19, 1994	2,042,243

TERMINATION AND RELEASE

Reference is made to the Grant of Security Interest in Patents and Trademarks, dated as of September 21, 1994 (the "Agreement"), between Sharper Image Corporation, a Delaware corporation (the "Company") and The CIT Group/Business Credit, Inc., a New York corporation ("CITBC").

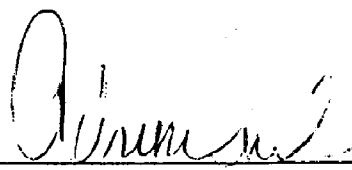
The Company and CITBC were parties to a certain Financing Agreement dated as of September 21, 1994, as amended from time to time (the "Financing Agreement"), which Financing Agreement provided (i) for CITBC to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to CITBC of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames and goodwill, all as described more fully on Schedule A and Schedule B attached hereto (the "Collateral").

By its signature below, CITBC hereby (i) acknowledges that the Financing Agreement has been terminated, (ii) terminates the Agreement and (iii) releases all right, title and interest in and lien on the Collateral. CITBC hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination and Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, CITBC has caused this Termination and Release to be duly executed as of the 3rd day of November 2003.

THE CIT GROUP/BUISNESS CREDIT, INC.

By: 

Title: VP

SCHEDULE A to
TERMINATION AND RELEASE

U.S. PATENTS

<u>Name</u>	<u>Filing Date</u>	<u>Serial Number</u>
Personal Safety Alarm (Design)	August 4, 1994	U.S. Serial #29/026,726
Finger-Tip Pulse Massager	June 8, 1994	U.S. Serial #08/255,383
Finger-Tip Pulse Massager (Design)	June 8, 1994	U.S. Serial #29/024,116
Anti-Snore Apparatus	October 6, 1993	U.S. Serial #08/132,384
Anti-Snore Apparatus (Design)	August 4, 1994	U.S. Serial #29/026,727
Heart and Sound Soother (Design)	August 16, 1994	U.S. Serial #29/027,235
Rack For Ties (Design)	September 29, 1993	U.S. Serial #29/013,668
Clothing Accessory Organizer	September 29, 1993	U.S. Serial #08/129,602

SCHEDULE B to
TERMINATION AND RELEASE

U.S. TRADEMARKS

<u>Name</u>	<u>Filing Date</u>	<u>Registration / U.S. Number</u>
The Sharper Image	Sept. 29, 1981	1,171,695
Auto-Drive	Nov. 29, 1993	1,862,537
Vitesse	Nov. 29, 1993	1,868,299
Quiet Drive	Nov. 29, 1993	1,862,536
Safety Companion	Jan. 18, 1994	1,928,644
Sharper Image Healthy Living	March 14, 1994	1,925,396
Radar Watchdog	March 14, 1994	2,003,412
The Exasperated Traveler	March 14, 1994	U.S. Serial #74/499,564
Heart and Sound Soother	August 19, 1994	2,042,243