

01-14-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

2. Name and address of receiving party(ies) Name: Friedman Bag Company Inc. Internal Address: Street Address: 706 Ducommon St. City: Los Angeles State: CA Zip: 90012 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] 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

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release Execution Date: 1-7-04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 75-215,748 and 75-215,747 Additional number(s) attached [] Yes [x] No

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

6. Total number of applications and registrations involved: n/a 12 7. Total fee (37 CFR 3.41) \$ 65.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Joyce Lawrence Name of Person Signing [Signature] Signature January 8, 2004 Date [] Total number of pages including cover sheet, attachments, and document:

1-13-04

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01/14/2004 LNUELLER 00000016 75215748 01 FC:8521 40.00 OP 02 FC:8522 25.00 OP

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

TRADEMARK REEL: 002895 FRAME: 0106

RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT

RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of January 7, 2004, made by The CIT Group/Business Credit, Inc. ("CIT"), with offices located at 300 South Grand Avenue, Los Angeles, California 90071.

WHEREAS, CIT and Friedman Bag Company, Inc. (the "Borrower") are parties to a certain Loan and Security Agreement dated as of February 28, 2001 (the "Loan and Security Agreement"), pursuant to which CIT made certain loans and other financial accommodations (the "Loans") to the Borrower.

WHEREAS, as partial security for the Borrower's Obligations, as that term is used herein and is defined in the Loan and Security Agreement, the Borrower has executed a certain Trademark and Patent Security Agreement (the "Trademark and Patent Security Agreement"), dated as of March 02, 2001, pursuant to which the Borrower granted a security interest in and to the Collateral listed on Schedule A, Schedule B and Schedule C attached hereto, as those terms are used herein and are defined in the Trademark and Patent Security Agreement;

WHEREAS, the Trademark and Patent Security Agreement and a trademark recordation form were filed in the United States Patent and Trademark Office on March 15, 2001 at Reel/Frame 002264/0103;

WHEREAS, the Obligations have been fully satisfied and, therefore, the Borrower has requested that CIT release its security interest in the Collateral listed on Schedule A, Schedule B and Schedule C attached hereto and reassign the same to Borrower.


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

1. CIT hereby releases its security interest in CIT's rights, title and interest, in and to the Collateral listed on Schedule A, Schedule B and Schedule C attached hereto, as such rights, title and interest are granted in the Trademark and Patent Security Agreement.

2. CIT hereby resigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by CIT, all of CIT's rights, title and interest, in and to the Collateral, as such rights, title and interest are granted in the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, CIT has caused this Release of Trademark and Patent Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.


THE CIT GROUP/BUSINESS CREDIT, INC.,

By: 
Name: Greg Badura
Title: Vice President

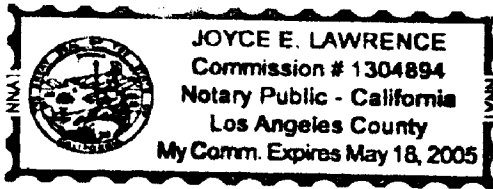
STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On January 7, 2004, before me, Joyce E. Lawrence, a Notary Public, personally appeared Greg Badura, personally known to me (or proved to me on this basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)



SCHEDULE A
to
Release of Trademark and Patent Security Agreement

Trademarks/Service Marks

<u>Trademark/ Service Mark</u>	<u>Application No./ Registration No.</u>	<u>Filed/ Registered</u>
VENTREX	75/215,748	October 28, 1997
VENTEX	75/215,747	October 28, 1997

81991_1

SCHEDULE B
to
Release of Trademark and Patent Security Agreement

Patents and Applications

<u>Title</u> _____	<u>Application No./</u> <u>Patent No.</u> _____	<u>Filed/</u> <u>Issued</u>
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None.

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SCHEDULE C
to
Release of Trademark and Patent Security Agreement

Permitted Licenses

None.

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