

01-16-2004



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To the Honorable Commissioner of

Send original documents or copy thereof.

1. Name of conveying party(ies): Fleet Capital Corporation 1-12-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: L. Powell Company
Internal Address: P.O. Box 1408
Street Address:
City: Culver City State: CA Zip: 90232
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State California
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
Other Security Interest Release
Execution Date: 12/22/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached "Trademark Release"
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joel J. Berman, Esq.
Internal Address:
Jeffer, Mangels, Butler & Marmaro LLP
Seventh Floor
Street Address: 1900 Avenue of the Stars
City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 11
7. Total fee (37 CFR 3.41): \$ 240.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 10-0440
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Hamilton Tran
Signature: [Handwritten Signature] Date: 1/6/04

01/15/2004 LMUELLER 00000238 100440 1339088 Total number of pages including cover sheet, attachments, and document:

01 FC:8521 40.00 DA
02 FC:8522 250.00 DA

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

American LegalNet, Inc. www.USCourtForms.com

**SCHEDULE A**  
**LIST OF TRADEMARKS**

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Serial Number</u>	<u>Registration Date</u>
"PC The Powell Collection" and Logo	L. Powell Company	Issued	1,339,088	June 4, 1985
"PC Powell" and the Company Logo	L. Powell Company	Issued	1,340,512	June 11, 1985
Stylized PC Design	L. Powell Company	Issued - (Taiwan)	269465	January 1, 1985
"Powell and Stylized PC Design"	L. Powell Company	Issued - (Taiwan)	Class 73-266008	April 13, 1985
"Powell and Stylized PC Design"	L. Powell Company	Issued - (Taiwan)	Class 98-272851	February 1, 1985
"Cheval Jewelry Wardrobe"	L. Powell Company	Issued	2,179,543	August 4, 1998
"Generations for the 21st Century, a division of Powell" and design	L. Powell Company	Issued	2,272,183	August 24, 1999
"Generations for the 21st Century"	L. Powell Company	Issued	2,255,957	June 22, 1999
"POWELL"	L. Powell Company	Issued	2,639,509	October 22, 2002
"FOR MEMORIES WORTH SAVING"	L. Powell Company	Issued	2,588,041	July 2, 2002
The Kitchen Butler	L. Powell Company	Pending	76-520050	Pending

**TRADEMARK RELEASE**

TRADEMARK RELEASE dated as of December 22, 2003, with respect to (i) the Loan and Security Agreement dated as of January 12, 1999 (as amended, the "Loan Agreement") by and among L. Powell Company, as borrower (the "Borrower"), LPC Investment Holdings, LLC, as guarantor, the lenders party thereto (collectively, the "Lenders") and Fleet Capital Corporation as administrative agent and collateral agent (in either such capacity, the "Agent"), (ii) the Trademark Collateral Security Agreement dated January 8, 1999 (the "Trademark Security Agreement") and (iii) the Trademark Assignment Agreement dated January 8, 1999 (the "Trademark Assignment Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement, the Trademark Security Agreement or Trademark Assignment Agreement, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement, the Borrower, among other things, granted and conveyed to the Agent, for the benefit of the Lenders, a security interest in and to the entire right, title and interest of the Borrower in and to (a) the Trademarks and any and all registrations and applications appurtenant thereto or filed by the Borrower, all proceeds of infringement suits, all rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and any foreign country and the goodwill of the business to which each of the Trademarks relates and (b)(i) all Licenses, (ii) all Accounts, contract rights and General Intangibles arising under or relating to each and every License and (iii) all Proceeds and products of the foregoing.

WHEREAS, pursuant to the Trademark Assignment Agreement, the Borrower, among other things, granted and conveyed to the Agent, for the benefit of the Lenders, a security interest

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in and to the Marks, together with the goodwill of the business symbolized by the Marks, and all registrations and applications therefor.

WHEREAS, the Agent registered with the United States Patent and Trademark Office the security interest granted in the Trademarks listed on Schedule A hereto; and

WHEREAS, the Obligations under the Credit Agreement have been satisfied.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Agent hereby agrees and confirms that any and all rights and interests conveyed or granted under the Loan Agreement, Trademark Security Agreement and Trademark Assignment Agreement are hereby terminated and released.

IN WITNESS WHEREOF, the undersigned has caused this RELEASE to be duly executed and delivered as of the date first above written.

By:   
Name: Andrew J. Maidana  
Ks. VP/SWO  
Date: 12/22/03

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