

01-20-2004

115104



102649574

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): 1-15-04 Tennenbaum Capital Partners, LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other LLC
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Fabrica International Internal Address: c/o T. Gerald Davis, Jr. 1100 SunTrust Bank Building Street Address: 736 Market Street, Suite 1100 City: Chattanooga State: TN Zip: 37402
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CA 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 Release of Trademark Security Interest Execution Date: 03/12/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) None 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: T. Gerald Davis, Jr., Esq. Internal Address: Shumacker Witt Gaither & Whitaker, P.C. Street Address: 1100 SunTrust Bank Building, 736 Market Street, Suite 1100 City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41).....\$ 190.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: (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. T. Gerald Davis, Jr. Signature January 12, 2004 Date

Total number of pages including cover sheet, attachments, and document: 4

01/16/2004 LMUELLER 00000092 1276126 40.00 OP 150.00 OP

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

TRADEMARK REEL: 002898 FRAME: 0397

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Chez	USA	1278126	05-15-1984
The Essence of California Creativity	USA	1170344	09-22-1981
Fabrica	USA	1933279	11-07-1995
Fabrica (Stylized)	USA	1369197	11-05-1985
Fabrica International	USA	1933280	11-07-1995
Fabrica Quality Without Compromise	USA	1253069	10-04-1983
R.S.V.P.	USA	1188756	02-02-1982

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
------------------	---------------------	-------------------	-------------------------

RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, by that certain Trademark Security Agreement, dated March 12, 2003, Fabrica International ("**Fabrica**") granted to Tennenbaum Capital Partners, LLC, as Collateral Agent ("**Agent**"), a security interest in (a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; (b) the goodwill of Fabrica's business connected with and symbolized by the foregoing; and (c) all proceeds of the foregoing (collectively the "**Trademarks**"), for the purpose of securing the payment to the Purchasers (as defined in the Trademark Security Agreement), of the indebtedness described in said Trademark Security Agreement; and

WHEREAS, in consideration of the payment in full of Fabrica's indebtedness to Agent and Purchasers, Agent is willing to release its security interest with respect to the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and other consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Tennenbaum Capital Partners, LLC, as Collateral Agent, hereby does release (without recourse, representation or warranty) its security interest in and to the Trademarks and authorizes and directs that the same be discharged as of record.

IN WITNESS WHEREOF, the undersigned, Tennenbaum Capital Partners, LLC, as Collateral Agent, has caused this Release of Trademark Security Interest to be executed on this the 10th day of November, 2003, by and through its proper officers.

Signed, sealed and delivered
in the presence of:

**Tennenbaum Capital Partners, LLC, as
Collateral Agent**

Unofficial Witness

By: _____
Title: Member

Leng Ky Vuong
Notary Public

My Commission Expires:

June 29, 2007

[NOTARY SEAL]



EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Chez	USA	1278126	05-15-1984
The Essence of California Creativity	USA	1170344	09-22-1981
Fabrica	USA	1933279	11-07-1995
Fabrica (Stylized)	USA	1369197	11-05-1985
Fabrica International	USA	1933280	11-07-1995
Fabrica Quality Without Compromise	USA	1253069	10-04-1983
R.S.V.P.	USA	1188756	02-02-1982

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
-------------------------	----------------------------	--------------------------	--------------------------------