

1/22/04

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



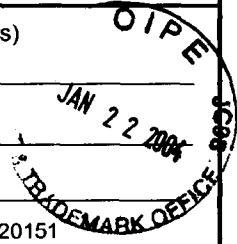
U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102656086

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

1. Name of conveying party(ies): Foothill Capital Corporation
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: Genicom, L.L.C.
Internal
Address:
Street Address: 4500 Daly Drive
City: Chantilly State: VA Zip: 20151
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Delaware Limited Liability Company
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 Security Interest
Execution Date: 01/29/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75591734, 75605084, 75657307, 75393920
B. Trademark Registration No.(s) 2059557, 995011, 1320437, 1821710, 1185055, 1546247
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: George M. Borababy
Internal Address:
Street Address: Patton Boggs LLP
2550 M Street, NW
City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41): \$ 265.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-0709

DO NOT USE THIS SPACE

9. Signature
George M. Borababy
Signature
1/8/04
Date
5

01/29/2004 LMJELLER 00000084 500709 75591734 total number of pages including cover sheet, attachments, and document: 5

01 FC:8521 40.00 DA
02 FC:8522 225.00 DA

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

TRADEMARK REEL: 002904 FRAME: 0537

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of January 29, 2002 ("Effective Date") by and between Genicom, L.L.C., a Delaware limited liability company, with its principal office at 4500 Daly Drive, Chantilly, Virginia 20151 ("Grantor"), and Foothill Capital Corporation, a California corporation, with its principal office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated August 3, 2002 (the "Trademark Security Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee a security interest and mortgage in all of Grantor's right, title and interest in, to and under the following property, in each case whether then or thereafter existing or arising or in which Grantor then had or thereafter owned, acquired or developed an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses then or thereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Grantee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Grantor and Grantee dated August 3, 2000;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on August 11, 2002, at Reel 002133, Frames 0056-0065; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without any representation, warranty, or recourse whatsoever, Grantee hereby terminates the Trademark Security Agreement, and hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest in, to and under the Collateral and Grantee hereby terminates, cancels and releases any and all of its security interests in and mortgages to the Collateral.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments which are reasonably acceptable to Grantee), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

FOOTHILL CAPITAL CORPORATION

R Bernier

Name: ROBERT BERNIER

Title: VP

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

Mark	Registration No.
CENTRONICS	2,059,557
CENTRONICS	0,995,011
GENICOM	1,320,437
SERVICE IN A BOX	1,821,710
MICROMARC	1,185,055
INTELLIPRINT	1,546,247

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.
SUPPLY WORKS	75/591,734
CYBERPRICE	75/605,084
RCS	75/657,307
BAR CODE IN A BOX	75/393,920