

6/29/04

06-29-2004

6-29-04

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



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

Tab settings

102778742

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

1. Name of conveying party(ies): FIRST BUSINESS CAPITAL CORP.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State WI
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: EMESS DESIGN GROUP LLC
Internal
Address:
Street Address: 780 Lake Road
City: Lake Forest State: IL Zip: 60045
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other IL 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: 06/25/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n.a.
B. Trademark Registration No.(s) 1701647
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
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: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Penelope S. Johnson
Name of Person Signing
Penelope S. Johnson
Signature
06/25/2004
Date
Total number of pages including cover sheet, attachments, and document: 4

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

06/30/2004 ECOOPER 00000023 1701647
01 FC:8521 40.00 DP

TRADEMARK REEL: 002999 FRAME: 0091

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of June 25, 2004 ("Effective Date") by and between **EMESS Design Group LLC**, an Illinois limited liability company, with its principal office at 780 Lake Road, Lake Forest, Illinois 60045 ("**Grantor**"), and **First Business Capital Corp.**, with its principal office at 301 Charmany Drive, Madison, Wisconsin 53719 ("**Grantee**").

**WHEREAS**, pursuant to the terms and conditions of that certain **Security Agreement** by and between Grantor and Grantee dated May 16, 2002 (the "**Trademark Security Agreement**"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto in each case, together with the goodwill associated therewith (collectively, the "**Trademarks**");

**WHEREAS**, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Patent, Trademark and License Mortgage by and between Grantor and Grantee dated May 16, 2002 (the "**Security Agreement**");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 2, 2002, at Reel 2538, Frame 0623;

**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, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, 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), 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.

FIRST BUSINESS CAPITAL CORP.

*Mark H Buchert*

Name: *Mark H. Buchert*

Title: *Account Executive*

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

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1701647	7/21/1992	ALSY