

09-09-1998



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

1. Name of conveying party(ies):
HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.
 MRD
 9/8/98

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **COLOR PRELUDE, INC.**
 Internal Address: _____
 Street Address: **7600 Energy Parkway**
 City: **Baltimore** State: **MD** ZIP: **21226**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 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 AND REASSIGNMENT**

Execution Date: **September 3, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
1,649,216

Additional numbers attached? Yes No

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

Name: **Richard H. Zaitlen**
 Internal Address: **Suite 1200**
c/o Pillsbury Madison & Sutro LLP

Street Address: **725 South Figueroa Street**

City: **Los Angeles** State: **CA** ZIP: **90017**

6. Total number of applications and registrations involved:..... **1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed **E**
 Authorized to be charged to deposit account

8. Deposit account number:
16-1805

DO NOT USE THIS SPACE

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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.

Richard H. Zaitlen _____ **September 4, 1998**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

RELEASE AND REASSIGNMENT
(Trademarks, Tradenames and Service Marks)

THIS RELEASE AND REASSIGNMENT (this "Release") is made as of September 3, 1998, by HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC., a Delaware corporation ("Lender"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed in the Security Agreement referenced below.

WITNESSETH:

WHEREAS, Lender and COLOR PRELUDE, INC., a Delaware corporation ("Borrower") are parties to a certain Security Agreement dated as of May 16, 1994 (the "Security Agreement"), pursuant to which Borrower has granted a security interest to Lender in, and a collateral assignment to Lender of, among other things, the Released Trademarks (as defined below); and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on June 8, 1994, in the Patent Division at Reel 7061, Frame 0660; and

WHEREAS, Borrower and its affiliates have satisfied the Liabilities in full and Borrower has requested that Lender release its security interest in the Released Trademarks and reassign the same to Borrower;

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

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "Released Trademarks"):

All foreign and United States (including, without limitation, each individual state thereof) trademarks and trademark registrations, tradenames and tradename registrations and service marks and service mark registrations and applications therefor now or hereafter owned by Borrower, including, without limitation, those listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, tradename and tradename registration, service mark and service mark registration and applications therefor and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of

the foregoing, including, without limitation, licenses, royalties and proceeds of suit.

2. Agent hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by Lender, all of Lender's right, title and interest in and to the Released Trademarks.

* * * * *

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**HOUSEHOLD COMMERCIAL FINANCIAL
SERVICES, INC.**

By: 

Name:

John Owens

Title:

Vice President

Schedule I

TRADEMARKS, TRADENAMES AND SERVICE MARKS

U.S. TRADEMARK REGISTRATION

<u>U.S. TM Reg. No.</u>	<u>Issue Date</u>	<u>Mark</u>
1,649,216	07/02/91	COLOR PRELUDE

FOREIGN TRADEMARK REGISTRATION

<u>Country</u>	<u>Reg. No.</u>	<u>Mark</u>
France	1534634	COLOR PRELUDE

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 3rd day of September, 1998, before me personally appeared John Owens, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of **HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.**, a Delaware corporation.

Barbara C. Lindgren
Notary Public

My Commission Expires:
11/13/99

