

*MRD*  
*1-4-99*

01-06-1999



100934652

Docket No.:

12289.0015

Tab settings

Attached original documents or copy thereof.

To the Honorable Commissioner of Patent...

1. Name of conveying party(ies):

**BankAmerica Business Credit, Inc., as successor to SPBC, Inc.**

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: December 8, 1998

2. Name and address of receiving party(ies):

Name: FryeTech, Inc. (f/k/a Frye Copysystems, Inc.)

Internal Address: Suite 802

Street Address: 5355 Town Center Road

City: Boca Raton State: FL ZIP: 33486

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule  
A annexed  
hereto

Additional numbers  Yes  No

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

Name: Karl M. Zielaznicki, Esq.

Internal Address: Parker Chapin Flattau & Klimpl, LLC

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

17

7. Total fee (37 CFR 3.41):.....\$ \$360.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

01/06/1999 DNGUYEN 00000043 767381

DO NOT USE THIS SPACE

01 FC:481	40.00 DP
02 FC:482	300.00 DP
03 FC:998	20.00 DP

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.

Karl M. Zielaznicki, Esq.

Name of Person Signing

Signature

December 28, 1998

Date

Total number of pages including cover sheet, attachments, and

8

SCHEDULE A

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
FRYE	767,381	03/31/64
IMPACT	785,620	02/23/65
HOT SPOT & DESIGN	818,976	11/22/66
H-SPEED	876,845	09/16/69
THE IMAGE MAKER & DESIGN	912,152	06/08/71
MATED IMPACT & DESIGN	1,045,390	08/03/76
AMERICAN TARA & DESIGN	1,052,280	11/06/76
UNMATED IMPACT & DESIGN	1,052,830	11/16/76
AMERICAN TARA & DESIGN	1,061,239	3/15/77
AMERICAN TARA & DESIGN	1,061,671	3/22/77
FC & DESIGN	1,075,493	10/18/77
FRYE COPYSYSTEMS	1,075,494	10/18/77
FC FRYE COPYSYSTEMS & DESIGN	1,075,495	10/18/77
ROTO-COAT	1,123,092	7/31/79
FRYEMARK	1,140,738	10/21/80
AMERICAN TARA & DESIGN	1,289,844	8/14/84
FLEXRITE	1,454,213	08/25/87
FRYE-WRITE	1,723,751	10/13/92

**RELEASE OF TRADEMARK AND TRADE NAME COLLATERAL  
ASSIGNMENT (SECURITY DOCUMENT)**

THIS RELEASE is granted by **BankAmerica Business Credit, Inc., as successor to SPBC, Inc.**, (hereinafter referred to as the "Lender") to **FryeTech, Inc. (f/k/a Frye Copysystems, Inc.)**, a Delaware corporation (hereinafter referred to as the "Assignor").

WHEREAS, Assignor and Lender entered into a Loan and Security Agreement (hereinafter referred to as the "Loan Agreement") and a related Trademark and Trade Name Collateral Assignment (Security Document) (hereinafter referred to as the "Security Document") by which Lender acquired a security interest in Assignor's trademarks and trade names and the applications or registrations thereof including the U.S. and foreign trademark applications/registrations listed on Exhibit "A" to the Security Agreement and hereto and the goodwill of the business symbolized by the trademarks and trade names to secure the payment and performance of the obligations in the Loan Agreement;

WHEREAS, the Security Document was recorded in the U.S. Patent and Trademark Office on June 20, 1991 at Trademark Reel 0795 at Frames 0024-0031; and

WHEREAS, all of the obligations under the Loan Agreement have been satisfied and the Lender desires to release the security interest granted in the Loan Agreement and Security Document in the trademarks and trade names and the applications or registrations thereof including the U.S. and foreign trademark applications/registrations listed on Exhibit "A" hereto and the goodwill of the business symbolized by the trademarks and trade names to the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby releases the security interest in all right, title and interest in and to the trademarks and trade names and the applications or registrations thereof including the U.S. and foreign trademark applications/registrations listed on Exhibit "A" hereto and the goodwill of the business symbolized by the trademarks and trade names granted in the Loan Agreement and Security Document to the Assignor.

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by



EXHIBIT "A"

1. United States Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
F & The Image Maker & Design*	912,152	06/08/71
FC & Design	1,075,493	10/18/77
FC Frye Copysystems & Design	1,075,495	10/18/77
Flexrite	1,454,213	08/25/87
Frye	767,381	03/31/84
Frye Copysystems	1,075,494	10/18/77
Fryemark	1,140,738	10/21/80
Hi-Speed*	876,845	09/16/69
Hot Spot & Design**	818,976	11/22/66
Impact	785,620	02/23/65
Mated Impact & Design	1,045,390	08/03/76
Unmated Impact & Design	1,052,830	11/16/76
American Tara & Design**	1,052,280	11/06/76
American Tara & Design	1,061,239	3/15/77
American Tara & Design	1,061,671	3/22/77
American Tara & Design	1,289,844	8/14/84
Roto-Coat	1,123,092	7/31/79

\* Originally registered in the name of Pacific Industries, Inc. and subsequently assigned to Borrower.

\*\* Cancelled.

TRADE-MARK

FDL 0795 INK029

2. Foreign Trademark Registrations

Country	Mark	Registration No. (Application No.)	Registration Date (Application Date)
Australia	Frye Impact	8203,349 A203,348	07/04/66 07/04/66
Canada	Frye Impact F, The Image Maker & Design	164,281 148,068 208,464	08/01/69 11/18/68 07/25/75
France	Frye	1,493,466	11/29/68
Germany	Frye F, The Image Maker & Design Hi-Speed	879,456 887,789 843,259	07/31/68 09/21/70 03/06/68
Great Britain	F, The Image Maker & Design	8964,930	09/11/70
Japan	Frye	(2-131,688)	11/27/90
Mexico	Frye	228,717	02/13/79
Philippines	Frye Frye Copysystems	(39,630) (39,665)	(07/27/68) (07/27/68)
Australia	American Tara & Design	A 294,325	01/18/78
Australia	American Tara & Design	A 294,326	01/18/78
Benelux	American Tara & Design	338,671	02/28/76
Canada	American Tara & Design	219,870	04/01/77
Canada	American Tara & Design	223,847	10/28/77
Denmark	American Tara & Design	372/1977	01/28/77
France	American Tara & Design	946,286	none
West Germany	American Tara & Design	952,472	12/14/76
Great Britain	American Tara & Design	no application filed	
Ireland	American Tara & Design	no application filed	
Italy	American Tara & Design	328,478	10/15/81
Japan	American Tara & Design	1,734,124	12/28/84
Japan	American Tara & Design	1,564,735	01/28/83
Japan	American Tara & Design	1,564,813	02/25/83
Mexico	American Tara & Design	198,267	10/18/76
Mexico	American Tara & Design	204,111	07/07/77
South Africa	American Tara & Design	76/0698	09/19/77
South Africa	American Tara & Design	76/0699	09/19/77
Venezuela	American Tara & Design	86,860	06/12/78
Venezuela	American Tara & Design	86,861	06/12/78

TRADE-MARK

REEL 0795 FRAME 30

### 3. License Agreements

Borrower has received a license to use the trademarks, service marks and trade names of American Tara Corp.'s Carbon Paper Group. The License Agreement is Exhibit E to the American Tara Asset Purchase Agreement, and the relevant marks are listed above in this Exhibit. There is no license fee associated with the use of these marks.

Borrower has granted a nonexclusive, nontransferrable license to Shade Information Systems, Inc. to manufacture chemical carbonless copy paper for which Borrower possesses proprietary manufacturing know-how (patent nos. 4,327,939, 4,343,494 and 4,347,282). Shade pays a royalty fee to Borrower of \$0.10 per 17" x 22" ream of coated paper. The license may be terminated by Shade at any time after December 31, 1991. The license may be terminated by Borrower at any time after five years from September 5, 1989. The license is assignable by either party with the consent of the other party, which consent may not be unreasonably withheld. The license is assignable without the consent of the non-assigning party to the successor-in-interest of all or substantially all of the business and assets of the assigning party.

### 4. Trade Names and Trade Styles

Frye Copysystems, Inc.

TRADE-MARK

FILE 0795 RMTD 31