FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/9)

Tab settings

09-24-2001

101852689

RE ... R SHEET ... Y

U.S. DEPARTMENT OF Patent and Trademark

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

1. Name of conveying party(ies):
U.S. Bank National Association

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State NY
☒ Other National Banking Association

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: New Creative Enterprises, Inc.

Internal Address: 401 Milford Parkway

Street Address :

City: Milford State: OH Zip: 45150

☐ Individual(s) citzenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation State Ohio
☐ Other

If assignee is not domiciled in the United States, a 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: September 6, 2001

4. Application number(s) or trademark

A. Trademark Application No.(s)
- See the Attached -

B. Trademark Registration
-See the Attached -

Additional numbers attached? Yes

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

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

6. Total number of applications and registrations 18

7. Total fee (37 CFR 3.41) $ 465.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/21/2001 TDIAZ1 00000021 74551114
01 FC:481 40.00 OP
02 FC:482 425.00 OP

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.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

09/07/01
Date

Total number of pages including cover sheet, attachments, and 11

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

Doc #: (-) v1;9/7/2001/Time:15:00

TRADEMARK
REEL: 002371 FRAME: 0695

Exhibit A

Trademarks

Title	U.S. Doc. No.	Application File Date	Serial No.	Registration Date	Reg. No.	Status
Flag Guard Fade retardant solution applied to cloth items, namely flags and windsocks.	W33849 CLASS(ES): 1	7/19/94	74/551,114	1/16/96	1,949,685	Issued
In The Wind Products & Design Cloth flags and cloth banners.	W35913 CLASS(ES): 24	10/13/95	75/005,538	3/17/98	2,145,031	Issued
Snowkins Collection & Design 6-metal stocking holders and metal plant hangers 20-wooden lawn ornaments, picture frames 21-waterball chimes & wind.	W40853 CLASS(ES): 6, 20, 21, 24	3/3/98	75/443,728			Pending
The Kathy Hatch Collection & Design Collectibles made of wood, namely birdhouses, baskets, garden accessories and decorations and utensil caddies.	W41305 CLASS(ES): 20	5/22/98	75/489,944	5/23/00	2,351,233	Issued
Bookins Line of Collectible items including shepherd's pole; lawn ornaments; decorative signs made of metal.	W45594 CLASS(ES): 6, 11, 15, 18, 20, 21, 24, 27	5/8/00	76/042,980			Pending
Breezies Decorative nylon flags	W45318 CLASS(ES): IN24	4/4/00	76/017,363			Pending
Impressions Floor mats for use in home	W46027 CLASS(ES): IN27	7/31/00	76/099,575			Pending
Impressions Decorative nylon cloth flags	W46028 CLASS(ES): IN24	7/31/00	76/100,029			Pending

Title	U.S. Doc. No.	Application File Date	Serial No.	Registration Date	Reg. No.	Status
Kathy Hatch Collection & Design Items including wooden lamps, woden wall clocks, musical birdhouses, wooden note pad holders.	W44613 CLASS(ES): IN11, 14, 15, 16, 18, 20, 21, 24, 25, 27	12/13/99	75/869,919			Pending
Windsculpts Three-dimensional hanging flag sculpture decorations.	W38658 CLASS(ES): IN24	3/7/97	75/253,438	2/24/98	2,138,958	Issued
Meadow Creek Decorative nylon cloth flags	W46029 CLASS(ES): IN24	7/31/00	76/099,576			Pending
NCE Items including plant hangers and planters made of metal, candle accessories made of metal, lanterns, lamps, clocks.	W44615 CLASS(ES): IN4, 6, 11, 14, 18, 19, 20, 21, 24, 27	12/13/99	75/869,924			Pending
New Ideas from Creative People Items including plant hangers and planters made of metal, candle accessories made of metal, lanterns, lamps, clocks.	W44614 CLASS(ES) IN4, 6, 11, 14, 18, 19, 20, 21, 24, 27	12/13/99	75/869,923			Pending
Part of the Landscape of America Lawn ornaments made of wood, design posts for decorative lawn use, decorative flags, windsocks, banners, cloth lawn ornaments	W45125 CLASS(ES) IN20, 24	3/13/00	75/942,976			Pending
Phantom Flyers Halloween themed decorative nylon flags and windsocks	W45385 CLASS(ES): IN24	4/10/00	76/022,423			Pending
Sky Sensations Three-dimensional cloth flags	W44514 CLASS(ES): IN24	11/9/99	75/845,704			Pending
Square Nest Items such as candle sticks, lamps, lamp shades, decorative water fountains	W46383 CLASS(ES): IN4, 11, 14, 20, 21, 31	11/15/00	76/165.335			Pending

Title	U.S. Doc. No.	Application File Date	Serial No.	Registration Date	Reg. No.	Status
White Pine Earthenware Ceramic Pottery	W45595 CLASS(ES): IN21	5/8/00	76/042,979			Pending
Kersplatz Word mark		1/4/01				Pending
NCEGIFTS.COM						Application mailed on 11/15/00

RELEASE AND REASSIGNMENT (TRADEMARKS)

THIS RELEASE AND REASSIGNMENT (this **"Release"**) is made as of September 6, 2001, by U.S. Bank National Association, a national banking association, in its capacity as agent (in such capacity, **"Agent"**) for itself and the other financial institutions (collectively, **"Lenders"**) from time to time parties to the Credit Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

WITNESSETH:

WHEREAS, **(i)** Agent, Lenders, New Creative Enterprises, Inc., an Ohio corporation (**"Borrower"**) and certain of Borrower's affiliates are parties to a certain Credit Agreement, dated as of September 11, 1998, as amended and restated (the **"Credit Agreement"**) and **(ii)** Borrower and Agent, for the benefit of the Lenders, are parties to a certain Collateral Assignment (Trademarks) dated as of September 11, 1998 (the **"Collateral Assignment"**), pursuant to which Borrower has, granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks (as defined below) as security for the Obligations (as defined in the Credit Agreement), including the Trademarks set forth on **Schedule A** hereto; and

WHEREAS, the Collateral Assignment was recorded in the United States Patent and Trademark Office on **October 19, 1998** in the Trademark Division at **Reel 1805, Frame 141,** as corrected by Reel 2100, Frame 751; and

WHEREAS, Borrower and its affiliates have satisfied the Obligations in full and Borrower has requested that Agent release its security interest in the **"Trademark Collateral"** (as hereinafter defined) and reassign the same to Borrower;

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

1. Agent 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 **"Trademark Collateral"**):

all of the present trademarks and trade names and the registrations and applications therefor owned by the Borrower (the "Trademarks"), including but not limited to those registered trademarks and trade names set forth on Exhibit A, and including, without limitation, any and all common law rights in Trademarks owned by the Borrower, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of business associated with said Trademarks.

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

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

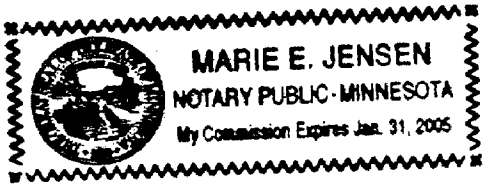
U.S. Bank National Association, in its capacity as Agent

By: _____
Name: Mark K Olson
Title: Senior Vice President

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this **5th** day of **September** before me personally appeared **Mark Olmon**, 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 U.S. Bank National Association, a national banking association.



Marie E. Jensen
Notary Public
My Commission Expires:
1-31-05

SCHEDULE A
TO
RELEASE AND REASSIGNMENT

(See Attached)