

10-01-2002



To the Honorable Commissioner of

102237704

ne attached original documents or copy thereof.

1. Name of conveying party(ies): 2002 SEP 30 PM 1:47

Wells Fargo Bank, N.A.

## FINANCE SECTION

- ☐ Individual(s)      ☒ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation  
☐ Other 09.30.02

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

3. Nature of Conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other: Release of Security Interest

Execution Date: September 20, 2002

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

Mothership Distribution, Inc.  
1201 Lund Boulevard  
Anoka, Minnesota 55303

- ☐ Individual(s) citizenship: \_\_\_\_\_  
☐ Association: \_\_\_\_\_  
☐ General Partnership: \_\_\_\_\_  
☐ Limited Partnership: \_\_\_\_\_  
☒ Corporation: Minnesota  
☐ Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No  
(Designation must be a separate document from Assignment)  
Additional name(s) & addresses attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): 2059232; 2198877Additional numbers attached ☐ Yes ☐ No

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

Harriet E. Perkins, Esq.  
Drinker Biddle & Reath LLP  
1000 Westlake Drive, Suite 300  
Berwyn, PA 19312

Attorney Docket No. 1442236. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41) \$65.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit Account Number:

DO NOT USE THIS SPACE

9. 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.

HARRIET E. PERKINS

Name of Person Signing

Signature

September 25, 2002

Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

10/01/2002 ANNEX1 00000014 2059232

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

::ODMA\PCDOCS\PHIP\334572\1

TRADEMARK  
REEL: 002590 FRAME: 0795

FROM DRINKER BIDDLE &amp; REATH LLP

(FRI) 9.20'02 11:55/ST.11:54/NO.4861485008 P 2

**RELEASE OF SECURITY INTEREST**

**THIS RELEASE** dated September 20, 2002 (this "Release") is made by Wells Fargo Bank, N.A. (successor by assignment to Marquette Capital Bank, N.A.), a National Banking association, with a place of business at Sixth Street and Marquette Avenue, Minneapolis, MN 55479 and acting in its capacity as Secured Party and Agent for certain Banks (in such capacity, the "Secured Party") under a Credit Agreement dated November 20, 1998, and recorded on February 8, 1999 in the records of the United States Patent and Trademark Office at Trademark Reel 1852, Frame 0664 (the "Agreement"), among Mothership Distribution, Inc. (the "Debtor") and the Secured Party;

**WITNESSETH:**

**WHEREAS**, pursuant to the Agreement, Debtor granted to the Secured Party a security interest in certain intellectual property interests described on Schedule A attached hereto (collectively referred to herein as the "Intellectual Property");

**WHEREAS**, in recognition of the satisfaction by Debtor of all amounts due and payable under the Agreement, the Secured Party wishes to: (a) release all of its security interest covering the Intellectual Property; (b) restore all right, title and interest in and to the Intellectual Property to Debtor; and (c) to dissolve any and all liens and encumbrances respecting the Intellectual Property;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, the Secured Party does hereby release its security interest in the Intellectual Property, and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Intellectual Property.

**IN WITNESS WHEREOF**, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

WELLS FARGO BANK, N.A.  
(Successor by Assignment to Marquette Capital  
Bank, N.A.), as Secured Party

By: Tyler  
Name: TYLER HALLOCK  
Title: VICE PRESIDENT

FROM DRINKER BIDDLE &amp; REATH LLP

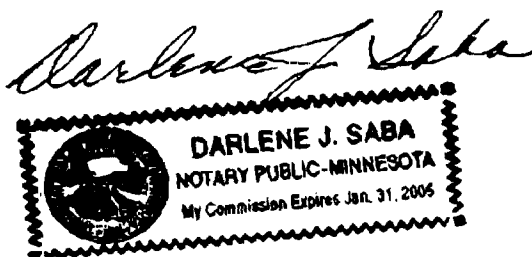
(FRI) 9.20' 02 11:55/ST. 11:54/NO. 4861485008 P 3

STATE OF *Minnesota*

ss

COUNTY OF *Hennepin*

BEFORE ME, the undersigned Notary Public, on this 20<sup>th</sup> day of September 2002 personally appeared Terry Hallock, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Vice President of Wells Fargo Bank, N.A. the association therein named, and acknowledged to me that the instrument was signed on behalf of said association pursuant to appropriate authority for the purposes therein set forth and intending that this instrument be recorded.



FROM DRINKER BIDDLE &amp; REATH LLP

(FRI) 9. 20' 02 11:55/ST. 11:54/NO. 4861485008 P 4

**SCHEDULE A**

<b>U.S. TRADEMARK REGISTRATIONS</b>		
<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>DATE OF REGISTRATION</b>
<b>2,059,232</b>	<b>HEAVY</b>	<b>May 6, 1997</b>
<b>2,198,877</b>	<b>3RDWORLD</b>	<b>October 20, 1998</b>

<b>PATENT</b>
<b>US 5,799,955</b>