

03-08-2004

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Form PTO-1594  
(Rev. 10/02)  
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ET U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
ABN AMRO BANK, N.V., as Collateral Agent

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Bank of the Netherlands

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

2. Name and address of receiving party(ies)  
Name: BUCKEYE DISCOUNT, INC.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 850 76th Street S.W.  
City: Grand Rapids State: Mi Zip: 49518

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Ohio  
 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 of Security Interest

Execution Date: 12/23/2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
See Schedule A Attached Hereto

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule A attached Hereto

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Otterbourg, Steindler, Houston  
Internal Address: & Rosen, P.C.  
Attn: Preston R. Cappello  
Street Address: 230 Park Avenue  
City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Preston R. Cappello  
Name of Person Signing

*Preston Cappello*  
Signature

3/5/04  
Date

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

03/08/2004 LMUELLER 00000053 1612542

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

01 FC:0521 40.00 OP  
02 FC:0522 175.00 OP

TRADEMARK  
REEL: 002922 FRAME: 0817

Schedule A

to

Trademark Security Agreement

Dated as of August 1, 2000

**Trademarks**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
The Pharm		1,612,542
The Pharm		1,613,492
The Pharm		1,670,978
The Pharm		1,749,760
The Pharm		1,753,530
The Pharm		1,869,431
The Pharm		2,006,090

**Service Marks**

<u>Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
The Pharm & logo		1,580,699

**Trademark and Service Mark Applications**

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
NONE		

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of December 23, 2003 by ABN AMRO Bank N.V., as Collateral Agent ("ABN").

WHEREAS, ABN and Buckeye Discount, Inc. ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of August 1, 2000;

WHEREAS, the Trademark Security Agreement granted ABN a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Borrower to ABN (the "Obligations");

WHEREAS, ABN recorded the Trademark Security Agreement on August 25, 2000 at Reel 002141, Frame 0891 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that ABN release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ABN hereby agrees as follows:

ABN hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

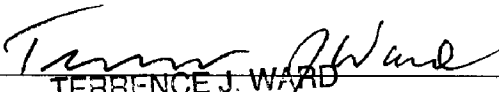
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

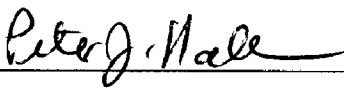
ABN further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature page follows]

IN WITNESS WHEREOF, ABN has caused this Release of Trademarks to be duly executed as of the day and year first above written.

ABN AMRO BANK N.V.,  
AS COLLATERAL AGENT

By:   
Name: TERRENCE J. WARD  
Title: Senior Vice President

By:   
Name: Peter J. Hallan  
Title: Vice President

Schedule A

to

Trademark Security Agreement

Dated as of August 1, 2000

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