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EET U.S. DEPARTMENT OF COMMERCE
Y 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: VALULAND, INC.
Internal
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 Michigan
 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: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 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 R. Cappello* 3/5/04
Signature Date

Total number of pages including cover sheet, attachments, and document: 1

VALULAND, INC.

Schedule A
to
Trademark Security Agreement

Dated as of March 18, 1999

Trademarks

None, except:

<u>State/Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	BUDGET PANTRY	1,840,114	June 14, 1994

Trademark and Service Mark Applications

None, except:

Trademark

Application Date

Serial No.

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 Valuland, Inc. ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of March 18, 1999;

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 March 26, 1999 at Reel 001927, Frame 0721 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

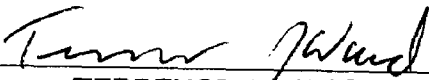
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.


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