

12-01-1999

Form PTO-1595

SHEET

U.S. DEPARTMENT OF COMMERCE

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MND 11/18/99
To the Honorable Commissioner



Patent and Trademark Office

101211441

attached original documents or copy thereof.

1. Name of conveying party(ies):

Nationscredit Commercial Corporation

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

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

Name: JungleTalk International, Inc.

Internal Address: _____

Street Address: 5995 North Broadway

City: Denver State: Colorado ZIP: 80216

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment Merger
- Security Interest Change of Name
- Other Release of a Security Interest

Execution Date: July 8, 1999

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

If this document is being filed together with a new application, the execution date of this application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,165,363

D368,557

Additional numbers attached? Yes No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036 - 2787

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41): ...\$80.00.....

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705

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

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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.

Brian T. Jaenicke

Name of Person Signing

Signature

11/18/99
Date

Total number of pages comprising cover sheet: 1

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**TERMINATION AND RELEASE
(PATENT SECURITY AGREEMENT)** dated as
of July 2, 1999, by **NATIONSCREDIT
COMMERCIAL CORPORATION**, as agent for
the Lenders referred to below and having a place of
business at One Canterbury Green, Stamford,
Connecticut 06912 (together with its successors and
assigns, the "Agent").

JungleTalk International, Inc. (formerly known as JungleTalk Acquisition Corp.), a Delaware corporation having a place of business at 5995 North Broadway, Denver, Colorado 80216 (together with its successors and assigns, "JTI"), is the owner of (i) each patent, patent application and patent license listed on Schedule I hereto, and all divisions, reissues, continuations, continuations-in-part, renewals and/or extensions thereof, and (ii) all products and proceeds of the foregoing, including, without limitation, any cause of action against any third party for past, present or future infringement of any patent listed on Schedule I or any patent licensed pursuant to a patent license listed on Schedule I (collectively, the "Patent Collateral").

Perfecto Holding Corp. ("PHC"), Perfecto Manufacturing, Inc. ("PMI") and Aquarium Systems, Inc. ("ASI") are parties to the Credit Agreement dated as of June 28, 1997 and amended and restated as of June 27, 1997 (as further amended and in effect on the date hereof, the "Credit Agreement"), to which the lenders referred to therein (the "Lenders"), and the Agent (together with the Lenders, the "Secured Parties") are also parties. In order to secure the obligations of PHC, PMI and ASI under the Credit Agreement and the other documents contemplated by the Credit Agreement, JTI has guaranteed the obligations and performance of PHC, PMI and ASI under the Credit Agreement and JTI has granted to the Secured Parties a security interest in substantially all of its assets pursuant to the Guaranty and Security Agreement dated as of August 30, 1996, as amended on June 27, 1997 (as amended and in effect on the date hereof, the "Security Agreement"). In conjunction therewith, JTI has also granted to the Secured Parties a security interest in all of the Patent Collateral pursuant to the Patent Security Agreements dated as of August 30, 1996 and June 27, 1997 (as amended and in effect on the date hereof, the "Patent Security Agreements": and together with the Security Agreement, the "Agreements").

The Secured Parties desire to confirm and record that the Agreements and all of the rights of the Secured Parties thereunder have terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Secured Parties hereby agree as follows:

1. The Secured Parties hereby (i) confirm and agree that each Agreement is hereby terminated in its entirety, and that no party thereto shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under such Agreement, (ii) certify that no security interest is claimed by the Secured Parties, or any of them, in the Patent Collateral, and (iii) release the Patent Collateral to JTI.

2. The Secured Parties hereby consent to the recordation of this Termination and Release (Patent and Security Agreement) by JTI with the Commissioner of Patents and Trademarks and any appropriate federal or state agency, and grants to the law offices of Goodwin, Procter & Hoar LLP of Boston, Massachusetts, U.S.A., and its agents, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation before the patent offices of any country in the world.

* * *

IN WITNESS WHEREOF, the Secured Parties have caused this Termination and Release (Patent Security Agreement) to be duly executed as of the date first written above.

NATIONSCREDIT COMMERCIAL CORPORATION, as Agent

By: James F. Grane
Name: James F. Grane
Title: Vice President

[Seal]

STATE OF New York)
) : ss:
COUNTY OF New York)

On the 8th day of July, 1999 before me personally came James F. Grane to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of NationsCredit Commercial Corporation, who being by me duly sworn, did depose and say that he resides at 400 East 70th Street, No. 108, New York, NY 10021; that he is Vice President of NationsCredit Commercial Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Veronica R. Lupo
Notary Public

Notary Public, State of New York

My commission expires:

VERONICA R. LUPO
NOTARY PUBLIC, State of New York
No. 01106014991
Qualified in New York County
Commission Expires October 19, 2000

Schedule 1

PATENTS

<u>Patent Title</u>	<u>Patent Number/ Application Serial Number</u>	<u>Issue Date/Filing Date</u>
Combined Bird Exercise, Educator Feeder and Toy	5,165,363	November 24, 1992
Ornamental Design for a Bird Feeder Skewer	D368,557	April 2, 1996