

06-23-1998

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attached original documents or copy thereof.

To the Honorable Commissioner of P

Name of conveying party(ies):

Heller Financial Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security interest
- Merger
- Change of Name

Execution Date: June 12 1998

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

Name: Heritage Inks International Corporation

Internal Address:

Street Address: 100 Pershing Avenue

City: Edison State: NJ ZIP: 08837

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

Application number(s) or Registration number(s): SEE ATTACHED SCHEDULE A

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: James Talbot Esq.

Internal Address: Skadden Arps, Slate Meagher & Flom LLP

Street Address: 919 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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01 FC:481 40.00 OP
08 FC:482 125.00 OP

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.

Kristine Fyfe

Name of Person Signing

[Signature]

Signature

6/15/98

Date

Total number of pages including cover sheet, attachments, and document: 7

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

SCHEDULE A TO RELEASE

<u>MARK</u>	<u>DATE REGISTERED</u>	<u>REG. NO.</u>
BRITONE	October 6, 1992	1, 721, 266
DO ALL	July 23, 1991	1, 651, 264
WATERLENE	September 25, 1991	548, 776
KNIGHT STAR ¹	July 4, 1995	1, 902, 272
SIERRA	December 29, 1992	1, 742, 615
RAPI-BOND	November 6, 1990	1, 620, 698

¹ At time of filing of the security interest, mark was the subject of application number 74/466, 231, filed July 2, 1993.

RELEASE

(TRADEMARK)

THIS RELEASE (TRADEMARK) is given as of this 12 day of June, 1998 by HELLER FINANCIAL, INC., a Delaware corporation ("Assignor"), to HERITAGE INKS INTERNATIONAL CORPORATION, a Delaware Corporation ("Assignee"), as follows:

WHEREAS, Assignor and Assignee entered into a Trademark Security Agreement dated as of April 28, 1995 (the "Security Agreement"), which was recorded in the United States Patent and Trademark Office on June 21, 1995 at Reel 1371, Frame 0264, pursuant to which Assignee granted to Assignor a continuing security interest in all of Assignee's right, title and interest in, to and under each Trademark (as defined in the Security Agreement), including but not limited to those referred to in Schedule 1 thereto, and identified in Exhibit A to this Release, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, whether then existing or thereafter created or acquired; and

WHEREAS, Assignee has fully paid all its Secured Obligations, as that term is defined in the Security Agreement, under the Security Agreement and Assignor desires to release its security interests in and liens upon the Collateral pledged pursuant to said Security Agreement, including, but not limited to, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in and lien upon the Trademarks and reassigns any and all interest it may have in such Trademarks to Assignee

