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07-27-1998

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab 07-16-1998



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To the Honorable Commissioner of Patents

100777282

and original documents or copy thereof.

1. Name of conveying party(ies):  
Star Bank, National Association

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Release of Trademark Security Agreement

Execution Date: June 10, 1998

2. Name and address of receiving party(ies)  
Name: State Service Systems, Inc.

Internal Address: \_\_\_\_\_  
Street Address: 10405 East 55th Place  
City: Tulsa State: OK ZIP: 74146

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Oklahoma  
 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

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

A. Trademark Application No.(s)  
\_\_\_\_\_

B. Trademark Registration No.(s)  
(see attached)

Additional numbers attached?  Yes  No

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

Name: Cory M. Amron  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1828 L Street, N.W.  
Eleventh Floor  
City: Washington State: DC ZIP: 20036

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:  
22-0585  
(Attach duplicate copy of this page if paying by deposit account)

07/24/1998 SSMITH 00000138 1036031  
01 FC:481 40.00 OP  
02 FC:482 125.00 OP

DO NOT USE THIS SPACE

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.

Cory Amron                              Cory Amron                              7/16/98  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 5

**SCHEDULE I**

**Registered Trademarks - United States**

<b><u>Registered Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
"NBN National Beauty News"	1,056,051	01-10-84
"Discover . . ." (Stylized)	1,414,523	10-21-86
"State Beauty Supply"	1,603,103	06-19-90
"State of Nails"	1,750,122	02-02-93
"NBN and design"	1,761,281	03-30-93
"National Beauty News"	1,751,217	02-09-93

## **RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE of TRADEMARK SECURITY AGREEMENT is dated as of June 10, 1998 by STAR BANK , NATIONAL ASSOCIATION ("Bank").

WHEREAS, the Bank and STATE SERVICE SYSTEMS, INC. ("Borrower") are parties to that certain Trademark Security Agreement dated as of January 13, 1995, which was filed with the United States Patent and Trademark Office February 10, 1995 at Reel 1295, Frame 0486 of the Trademark Records.

WHEREAS, the Trademark Security Agreement granted, assigned and conveyed to Bank a security interest in Borrower's rights, titles and interest in and to all of its "Trademark Collateral" meaning, as of the effective date of the Trademark Security Agreement, all of its owned or existing and filed and acquired or arising and filed: trademarks, service marks, trademarks or service mark registrations, tradename or trademark and service mark applications, including without limitation, each mark, registration and application listed on Schedule I of the Trademark Security Agreement (attached hereto and made part hereof as Schedule I) and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights as defined in the Trademark Security Agreement and (vi) together in each case with the good will of the Borrower's business connected with the use of and symbolized by, the Trademark Collateral.

WHEREAS, the Trademark Security Agreement provided that it would terminate upon the occurrence of certain events;

WHEREAS, Borrower has paid in full all of its Obligations to Bank, thereby satisfying the termination event set forth in the Trademark Security Agreement.

NOW, THEREFORE, Bank hereby fully releases and terminates its security interest and liens in the Trademark Collateral set forth in the Trademark Security Agreement.

Bank further agrees, at Borrower's expense, to execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.


IN WITNESS WHEREOF, Bank has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

STAR BANK, NATIONAL ASSOCIATION,

Signature: *Mike Ehlert*  
Name: MIKE EHLERT  
Title: VICE PRESIDENT

STATE OF OHIO )  
 ) SS:  
COUNTY OF Hamilton )

The foregoing Release of Trademark Security Agreement was executed and acknowledged before me on this 10<sup>th</sup> day of June, 1998, by Mike Ehlert, personally known to me to be the Vice President of State Bank, National Association, a national banking association, on behalf of such association.

*David H. Carter*  
Notary Public      **DAVID H. CARTER**  
Notary Public, State of Ohio  
My Commission Expires Mar. 17, 2008  
My Commission expires: \_\_\_\_\_  


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