

09-29-1998



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OPR/FINANCE

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MD 9-21-98

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09111998

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/28/1998 DNGUYEN 00000203 1324799

01 FC:461 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

213-228-2506

Name

Bank of America NT&SA

Address (line 1)

Legal Dept. #24017

Address (line 2)

555 South Flower Street, Suite 800

Address (line 3)

Los Angeles, CA 90071

Address (line 4)

Attn: Margaret Lehmann

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1324799	1912446	<input type="text"/>
1703387	<input type="text"/>	<input type="text"/>
1761517	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Margaret Lehmann

September 16, 1998

Name of Person Signing

Signature

Date Signed

RELEASE OF SECURITY AGREEMENT - GENERAL INTANGIBLES
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)

This Release of Security Agreement - General Intangibles (Patents, Trademarks, Copyrights Computer Software) executed and effective as of September 11, 1998, relates to that certain Security Agreement - General Intangibles (Patents, Trademarks, Copyrights, Computer Software) entered into on April 6, 1995, (the "Security Agreement") by SUNBURST PRODUCTS, INC. a California corporation, (hereinafter, together with its successors and assigns, called the "Borrower") in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (the "Bank"), as party to the Credit Agreement dated as of April 6, 1995 between the Borrower and the Bank (as amended, the "Credit Agreement").

WHEREAS, pursuant to the Security Agreement, the Borrower granted a security interest to the Bank in certain trademarks described in the Security Agreement (the "Trademarks") as security for the Borrower's obligations to the Bank under the Credit Agreement; and

WHEREAS, the Security Agreement was recorded on August 19, 1996 with the United States Patent and Trademark Office in Washington, D.C. in Reel 1498, Frame 0960; and

WHEREAS, the Borrower has satisfied its obligations to the Bank under the Credit Agreement and has requested that the Bank release its security interest in the Trademarks and reassign the same to the Borrower.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Bank hereby agrees as follows:

1. The Borrower has satisfied all of its obligations under the Credit Agreement, the Credit Agreement has terminated, and the Bank hereby releases and forever discharges all mortgages, grants, sales, conveyances, transfers, settings over, and assignments of security interest granted under the Security Agreement in any and all of the Borrower's right, title or interest of every kind or nature in and to the following property:

(a) All pending trademarks, servicemarks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of Borrower necessary to produce any products sold under any of the above, and other related property, all as more particularly described in the attached Exhibit A from the Security Agreement; and

(b) All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Borrower's good will connected with the use of the Collateral and the right to sue therefor.

(c) All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

(d) All proceeds of all of the foregoing.

2. The Security Agreement is hereby declared null and void and of no further force or effect.

IN WITNESS WHEREOF the Bank has caused this Release of Security Agreement -
General Intangibles (Patents, Trademarks, Copyrights Computer Software) to be executed by its officer
duly authorized as of the date first above stated.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION

By: _____


Kjell Gronvold

Title: Vice President

EXHIBIT A

Pending Trademark and Service Mark Applications

<u>Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Trademark or Service Mark</u>
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NONE

EXHIBIT A

Trademarks and Service Marks

<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
USA	1,324,799	03/12/85	SKI TOTE
USA	1,703,387	07/28/92	STORMKLOTH
USA	1,761,517	03/30/93	THE RECOILER
USA	1,912,446	08/15/95	YES