



03-22-1999

COVER SHEET U.S. Department of Commerce
Patent and Trademark Office

03-01-1999



100989109

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

Record the attached original documents or copy thereof.

1. Name of conveying party(ies): **3.1.99**
 LaSalle National Bank
 Individual(s) Association
 General Partnership Limited
 Corporation-State Partnership
 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 - Partial Release of Security Agreement

Execution Date: January 19, 1999

2. Name and address of receiving party(ies):
 Name: Strippit, Inc.
 Internal Address:
 Street Address: 12975 Clarence Center Road
 City: Akron State: NY Zip: 14001
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State - DE
 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 names(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
TM

B. Trademark registration No.(s)
 767,074 and 616,497

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Rachel S. Jozefacki
 Internal Address: Foley & Lardner

Street Address: 777 E. Wisconsin Avenue

City: Milwaukee State: WI Zip: 53202-5367

6. Total number of applications and registrations involved:..... **(2)**

7. Total fee (37 CFR 3.41):\$65.00 **E**
 Enclosed
 Authorized to be charged to deposit account any fee deficiencies.

8. Deposit account number: 06-1447

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

03/19/1999 JSH/BAZZ 00000099 767074
 01 FC:481 40.00 DP
 02 FC:482 25.00 DP

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.

Rachel S. Jozefacki Rachel Jozefacki February 25, 1999
 Name of Person Signing Signature Date

Total Number of pages including cover sheet: [13]

PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, a certain Trademark Security Agreement ("the Agreement"), a copy of which is attached hereto as Exhibit A, was made as of August 25, 1998 by and between Strippit, Inc., a Delaware corporation with an office at 12975 Clarence Center Road, Akron, New York 14001, and LaSalle National Bank, a national banking association with an office at 135 South LaSalle, Chicago, Illinois 60603;

WHEREAS, the parties desire that the security interest created by the Agreement, and held by LaSalle National Bank, be partially released.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LaSalle National Bank agrees that, pursuant to Section 4 of the Agreement, Strippit, Inc. is entitled to receive a partial release to the security interest granted pursuant to the Agreement. LaSalle National Bank hereby releases and forever discharges its security interest, including all mortgages, pledges, grants and liens, created by said Agreement with respect to the use of the trademarks identified on Exhibit B attached hereto. The property and rights described in the preceding sentence shall be referred to herein as the "Released Trademarks."

2. LaSalle National Bank agrees that all right, title and interest that it may have in and to the Released Trademarks secured by the attached Agreement is hereby released. LaSalle National Bank hereby reassigns, grants and conveys to Strippit, Inc., without any representation, recourse or undertaking by LaSalle National Bank, all of its rights, title and interest, if any, in the Released Trademarks.

3. LaSalle National Bank agrees that it will, when requested and without expense to itself, execute all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for recording this Partial Release of Trademark Security Interest with the United States Patent and Trademark Office or any other domestic or foreign agency. LaSalle National Bank also agrees, without expense to itself, to provide and execute any and all further documentation which may be necessary to secure the partial release of the Agreement contemplated by this Partial Release.

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have executed this Partial Release effective this 19 day of January, 1999.

LASALLE NATIONAL BANK

By: Christopher Cooper
Name: Christopher Cooper
Title: Commercial Banking Officer

STATE OF)
) ss.
COUNTY OF)

The foregoing Partial Release of Trademark Security Interest was executed and acknowledged before me this 19th day of January, 1999, freely and voluntarily by Christopher Cooper of LaSalle National Bank, a national banking association, on behalf of such association.

Tara Saddler

Notary Public
My Commission Expires: 6/1/99

"NOTARY SEAL"
TARA SADDLER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 1, 1999



**AGREEMENT
(Trademark)**

This **AGREEMENT (TRADEMARK)**, dated as of August 25, 1998 (this "Agreement"), is between **STRIPPIT, INC.**, a Delaware corporation ("Borrower"), and **LASALLE NATIONAL BANK**, a national banking association. All capitalized terms used herein are defined in Section 1 below.

Recitals:

WHEREAS, pursuant to a Loan Agreement dated as of August 25, 1998 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between LVD Akron Inc., to which Borrower is the successor by merger, and Lender, Lender has extended Commitments to make Loans and other extensions of credit to Borrower;

WHEREAS, as a condition precedent to the making of the Loans under the Loan Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure Borrower's Obligations; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the Loans and other extensions of credit pursuant to the Loan Agreement, Borrower agrees, for the benefit of Lender, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of Borrower's Obligations, Borrower does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property of Borrower (the "Trademark Collateral"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment in full of Borrower's Obligations and the termination of all Commitments, Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Loan Instrument.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Address:
12975 Clarence Center Road
Akron, New York 14001

STRIPPIT, INC., a Delaware corporation

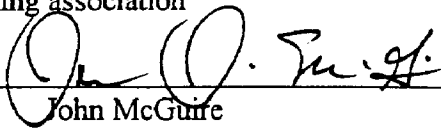
By: _____


Jean-Pierre Lefebvre
President

Address:
135 South LaSalle
Chicago, Illinois 60603

LASALLE NATIONAL BANK, a national
banking association

By: _____


John McGuire
Vice President

Trademark Agreement

TRADEMARK
REEL: 1871 FRAME: 0533

STATE OF NEW YORK)
)
COUNTY OF ERIE) SS.

I, Catherine M. D'Andrea, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Jean-Pierre Lefebvre personally known to me to be the President of Strippit, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of August, 1998.

Catherine M. D'Andrea
Notary Public

CATHERINE M. D'ANDREA
Notary Public, State of New York
Qualified in Erie County
Commission Expires April 27, 2000

My Commission Expires:

STATE OF NEW YORK)
)
COUNTY OF ERIE) SS.

I, PENDORA W. MANGOLD, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that John McGuire personally known to me to be a Vice President of LASALLE NATIONAL BANK, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such person's free and voluntary act, and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of August, 1998.

Pendora W. Mangold
Notary Public

My Commission Expires:

PENDORA W. MANGOLD
Notary Public, State of New York
Qualified in Erie County
Commission Expires March 30, 2000

AGREEMENT (TRADEMARKS)

ATTACHMENT 1

TRADEMARKS AND TRADEMARK LICENSES

1. See the material attached hereto.

Strippit Trademark Inventory As Of 7/8/98

INDEX DIVISION	TRADEMARK	COUNTRY	ISSUE1	REG.#	RENEW1	CLASS(ES)	CLASS-INT.
Strippit	BURGMASER	USA	02/28/1967	824,844	02/28/2007		23
Strippit	BURGMASER B (and design)	USA	04/04/1967	831,405	04/04/2007		23
Strippit	BURGMASER (within a B in a circle)	Brazil		730,199,495	05/18/2002		10/60
Strippit	CALIBER	US	0/0/0	Out to Client for Execution	0/0/0	7	
Strippit	CAP 1000	USA	10/04/1983	1,253,343	10/04/2003		7
Strippit	CJ	USA	03/24/1964	767,074	03/24/2004		7
Strippit	DI-ACRO	USA	02/18/1964	765,007	02/18/2004		23
Strippit	DI-ACRO	USA	05/05/1942	394,932	05/05/2002		23
Strippit	DI-ACRO	Switzerland	07/19/1966	351,246	07/18/2006		7, 8
Strippit	DI-ACRO	France	04/23/1986	1,351,980	04/22/2006		7, 8
Strippit	DI-ACRO	Italy	09/04/1967	468,687	07/26/1996		7, 8
Strippit	DI-ACRO	Australia	07/19/1973	A203,502	07/12/2001		7
Strippit	DI-ACRO	Canada	06/09/1982	151,234	06/09/2012		7
Strippit	DI-ACRO	Denmark	11/14/1980	4231/1980	11/14/2000		7
Strippit	DI-ACRO	India	01/09/1981	239,898	01/09/2002		7
Strippit	DI-ACRO	Israel	03/22/1984	49705	03/16/2001		7
Strippit	DI-ACRO	South Africa	06/04/1976	66/2843	07/12/2006		7
Strippit	DI-ACRO	Thailand	03/23/1983	80694	05/26/2000		6
Strippit	DI-ACRO	Benelux	12/09/1975	088,646	12/09/2005		7, 8
Strippit	DI-ACRO	Korea (South)	12/02/1993	280580	12/02/2003		38
Strippit	DI-ACRO	Philippines	0/0/0	FILED (SN-100971)	0/0/0		7
Strippit	DI-ACRO	Mexico	07/11/1980	247,504	04/10/2005		23
Strippit	FABRI-CENTER	USA	06/08/1971	913,009	06/08/2001		23
Strippit	HELIOS	USA	04/16/1996	1,968,932	04/16/2006		7
Strippit	HELIOS (block letters)	Canada	0/0/0	FILED (SN-767989)	0/0/0		7
Strippit	HYDRA SPRING	USA	11/22/1955	616,497	11/02/2005		23
Strippit	LASER-CENTER	USA	05/25/1982	1,196,124	05/25/2002		7
Strippit	LASERTOOL	USA	01/30/1996	1,952,099	01/30/2006		7
Strippit	logo design (three spaced colored horizontal stripes)	USA	03/02/1982	1,191,074	03/02/2002		7
Strippit	MULTI-TOOL	USA	0/0/0	FILED	0/0/0		
Strippit	MULTIBLANK	Canada	11/10/1988	347,885	11/10/2003		9
Strippit	MULTIPUNCH	USA	05/01/1990	1,593,848	05/01/2000		
Strippit	SELECT-A-BEND	Canada	03/06/1981	256573	03/06/2011		7
Strippit	SMART MARK	USA	02/11/1997	2,037,440	02/11/2007		N/A
Strippit	SMART MARK (words)	Canada	01/05/1996	452750	01/05/2011		
Strippit	SMART MARK	Great Britain	10/31/1994	2001123	10/31/2004		7
Strippit	SMART MARK (words)	France	09/28/1994	94 537 884	09/27/2004		7
Strippit	SMART STROKE	USA	05/14/1996	1,973,882	05/14/2006		29
Strippit	SMART STROKE	Australia	0/0/0	FILED (SN-607926)	0/0/0		9
Strippit	SMART STROKE	Switzerland	08/02/1993	415,282	08/02/2003		9
Strippit	SMART STROKE	Germany	07/29/1994	2,073,391	07/30/2003		9

Strippit Trademark Inventory As Of 7/8/98

INDEX DIVISION	TRADEMARK	COUNTRY	ISSUE I	REG.#	RENEW I	CLASS(ES)	CLASS INT.
Strippit	SMART STROKE	France	01/14/1994	93 479 239	08/03/2003		9
Strippit	SMART STROKE	Great Britain	07/29/1993	B1543369	07/29/2000		9
Strippit	SMART STROKE	Italy	04/12/1996	675466	08/05/2003		9
Strippit	SMART STROKE	Japan	12/25/1996	3237665	12/25/2006		9
Strippit	SMART TOOL	USA	0/0/0	FILED 4/13/94 (SN-511,849)	0/0/0		7
Strippit	SMART TOOL (words)	Canada	0/0/0	FILED (SN-764309)	0/0/0		N/A
Strippit	SMART TOOL (words)	Great Britain	10/31/1994	2001124	10/31/2004		7
Strippit	SMART TOOL (words)	France	03/03/1995	94 537 887	09/27/2004		7
Strippit	STRIP-GUARD	USA	08/03/1993	1,785,240	08/03/2003		7
Strippit	STRIP-GUARD	Great Britain	06/30/1995	1540136	06/30/2000		17
Strippit	STRIP-GUARD	Canada	12/23/1994	437315	12/23/2009		N/A
Strippit	STRIP-GUARD	France	07/21/1993	93 477 219	07/20/2003		7, 16, 17
Strippit	STRIPPIT	USA	06/15/1982	1,197,718	06/15/2002		7, 9
Strippit	STRIPPIT	USA	02/07/1961	710,868	02/07/2001		23
Strippit	STRIPPIT	Mexico	09/03/1980	250,628	05/13/2005		7
Strippit	STRIPPIT	Portugal	12/09/1987	206,829	12/09/1997		7
Strippit	STRIPPIT	Portugal	12/09/1987	206,830	12/09/1997		9
Strippit	STRIPPIT	Russian Federation	01/22/1992	101794	05/21/2001		9
Strippit	STRIPPIT	Korea (South)	07/09/1981	77064	07/09/2001		38
Strippit	STRIPPIT	Australia	02/19/1963	A163,767	11/23/2009		7
Strippit	STRIPPIT	Australia	08/22/1983	A395,868	08/22/2004		9
Strippit	STRIPPIT	Great Britain	11/14/1986	B1,202,343	08/25/2004		9
Strippit	STRIPPIT	Italy	04/14/1986	415,909	08/26/2003		9
Strippit	STRIPPIT	Argentina	06/03/1980	1481910	10/29/2003		7
Strippit	STRIPPIT	Argentina	01/06/1983	1,054,253	01/06/1993		6
Strippit	STRIPPIT	Argentina	10/29/1993	1,481,910	10/29/2003		9
Strippit	STRIPPIT	Austria	06/17/1980	94225	06/17/2000		7, 9
Strippit	STRIPPIT	Benelux	12/02/1960	90983 (RENEWAL DATE: UNLIMITED)			7
Strippit	STRIPPIT	Benelux	12/09/1982	050,099	12/09/2002		7
Strippit	STRIPPIT	Canada	09/01/1961	123,368	09/01/2006		6, 7, 8
Strippit	STRIPPIT	Canada	04/27/1984	290,342	04/27/1999		9
Strippit	STRIPPIT	Switzerland	11/11/1980	309,715	11/11/2000		6, 7, 9
Strippit	STRIPPIT	Switzerland	02/09/1984	327,531	08/30/2003		7, 9
Strippit	STRIPPIT	Germany	11/25/1980	769,725	11/25/2000		9
Strippit	STRIPPIT	Denmark	05/29/1981	1933/1981	05/29/2001		9
Strippit	STRIPPIT	Estonia	04/19/1996	19230	04/19/2006		7
Strippit	STRIPPIT	Portugal	12/09/1987	206,829	12/09/2002		9
Strippit	STRIPPIT	Portugal	12/09/1987	206,830	12/09/2002		9
Strippit	STRIPPIT	Egypt	05/28/1988	57205	03/30/2000		7
Strippit	STRIPPIT	Egypt	02/25/1987	58,329	12/02/2000		9
Strippit	STRIPPIT	Estonia	04/08/1964	428,023	04/08/2004		7, 8
Strippit	STRIPPIT	Estonia	03/20/1984	1,045,828	03/20/2004		9
Strippit	STRIPPIT	Estonia	03/30/1984	428,023 (tax)	04/08/1999		7, 8

Strippit Trademark Inventory As Of 7/8/98

INDEX DIVISION	TRADEMARK	COUNTRY	ISSUE	REG.#	RENEW	CLASS(ES)	CLASS-INT.
Strippit	STRIPPIT	Estonia	03/20/1984	1,045,828 (tax)	03/20/1999		9
Strippit	STRIPPIT	France	08/26/1983	1,243,892	08/25/2003		9
Strippit	STRIPPIT	France	12/14/1960	1,331,103	11/14/2005		6, 7
Strippit	STRIPPIT	Great Britain	06/26/1977	B961,648	06/26/2005		7
Strippit	STRIPPIT	Ireland	04/21/1986	114,056	12/19/2001		9
Strippit	STRIPPIT	Ireland	09/04/1984	B104,481	03/10/2001		7
Strippit	STRIPPIT	Israel	11/30/1986	56604	06/26/2004		7
Strippit	STRIPPIT	Israel	11/30/1986	51,949	04/06/2002		9
Strippit	STRIPPIT	India	02/15/1983	359719B	03/19/2001		7
Strippit	STRIPPIT	Italy	12/07/1961	167,330	03/04/2001		7
Strippit	STRIPPIT	Japan	05/26/1975	667,928	07/18/2004		9
Strippit	STRIPPIT	Korea (South)	02/02/1982	81216	02/02/2002		39
Strippit	STRIPPIT	Latvia	10/31/1994	M 18488	08/23/2003		7
Strippit	STRIPPIT	Latvia	10/31/1994	M 18489	08/23/2003		7
Strippit	STRIPPIT	Mexico	01/20/1981	255,636	06/03/2005		9
Strippit	STRIPPIT	Norway	12/09/1982	112,510	12/09/2002		21
Strippit	STRIPPIT	New Zealand	11/28/1987	135,198	11/28/2001		7, 9
Strippit	STRIPPIT	New Zealand	07/16/1985	B131,585	03/06/2001		9
Strippit	STRIPPIT	Sweden	10/15/1971	101,187	10/06/2001		7
Strippit	STRIPPIT	Taiwan	12/16/1980	145539	10/06/2001		6, 7, 16
Strippit	STRIPPIT	Taiwan	12/16/1980	145733	12/16/2000		79
Strippit	STRIPPIT	Uruguay	12/22/1980	241,495	12/16/2000		92
Strippit	STRIPPIT	Venezuela	09/09/1983	103,339	03/25/2002		7, 9
Strippit	STRIPPIT	Vietnam	12/14/1993	10 126	09/09/1998		23
Strippit	STRIPPIT	South Africa	08/14/1981	80/1278	03/20/2003		7, 9
Strippit	STRIPPIT	South Africa	02/03/1983	80/8127	03/07/2000		7
Strippit	STRIPPIT	China	07/14/1995	755519	12/05/2000		9
Strippit	STRIPPIT	India	08/31/1984	373,445B	07/13/2005		9
Strippit	STRIPPIT	Benelux	04/12/1984	393,993	03/13/2002		9
Strippit	STRIPPIT	Brazil	02/16/1983	810075270	08/25/2003		9
Strippit	STRIPPIT	China	10/30/1982	163,925	02/16/2003		9
Strippit	STRIPPIT	Estonia	07/08/1994	11991	10/30/2002		10
Strippit	STRIPPIT	Germany	03/07/1984	1,060,672	04/07/2000		7
Strippit	STRIPPIT	Japan	12/24/1986	1,920,641	08/23/2003		9
Strippit	STRIPPIT	Lithuania	12/05/1994	13426	09/24/1996		11
Strippit	STRIPPIT	Lithuania	12/05/1994	13427	09/30/2003		7
Strippit	STRIPPIT	Russian Federation	12/19/1980	67640	09/30/2003		9
Strippit	STRIPPIT	Sweden	03/27/1986	200,530	04/07/2000		7
Strippit	STRIPPIT	Spain	03/20/1984	1045828	03/27/2006		9
Strippit	STRIPPIT	USA	01/16/1962	726,467	03/20/1904		9
Strippit	FABRICATOR TITAN	US	0/0/0	FILED (SN-75/392,011)	01/16/2002		7

EXHIBIT B

MARK	REGISTRATION NUMBER	DATE REGISTERED
CJ	767,074	March 24, 1964
HYDRA SPRING	616,497	November 22, 1955