

05-07-1999

EET

Attorney Docket No. 030990-017

MRD 5-3-99^R



To the Honorable Commissioner of

101031723

... attached original documents or copy thereof.

1. Name of conveying party(ies):

Mellon Bank, N.A.

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership

Other: National Banking Association

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: Termination and Release of Lien on Trademark and Tradename Security Agreement and Mortgage

Execution Date: April 28, 1999

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

Name: Paramount Cards Inc.

Address: 400 Pine Street

Pawtucket, Rhode Island 02860

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - RHODE ISLAND
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2013981	1442082	1208303	1119634	0942002	0727727
1858550	1378617	1148010	1122357	0856028	
1616679	1326916	1135124	1111781	0749439	

Additional numbers attached? Yes No

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

Name: B. Parker Livingston, Jr.

Address: Burns, Doane, Swecker & Mathis, L.L.P.

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415

- Enclosed
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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

05/06/1999 JSHABAZZ 00000267 024800 2013981

01 FC:481 40.00 CH
02 FC:482 375.00 CH

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.

B. Parker Livingston, Jr.
Name of Person Signing

[Signature]
Signature

5/3/99
Date

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

**TERMINATION AND RELEASE OF LIEN ON
TRADEMARK AND TRADENAME
SECURITY AGREEMENT AND MORTGAGE**

WHEREAS PARAMOUNT CARDS INC., a Rhode Island corporation with its principle office located at 400 Pine Street, Pawtucket, Rhode Island 02860, U.S.A. ("GRANTOR") and MELLON BANK, N.A., a national banking association with an office located at Mellon Bank Center, 1735 Market Street, Philadelphia 19101, U.S.A. as agent ("AGENT") for the lenders ("LENDERS") entered into a Trademark and Tradename Security Agreement and Mortgage dated May 21, 1998 (the "Security Agreement") in order to induce LENDERS to enter into a Loan Agreement (as such term is set forth in the Security Agreement, the "Loan Agreement") (in which the terms "GRANTOR," "LENDERS" and "AGENT" were defined).

Pursuant to the Security Agreement, GRANTOR granted to the AGENT a security interest in and lien on (the "Security Interest") certain Collateral (as defined and specified in numbered paragraph 1(a) on page 3 of the Security Agreement), including, without limitation, the trademarks and U.S. trademark registrations shown in the attached **Schedule A** (the "Trademarks");

WHEREAS, GRANTOR granted the Security Interest to the AGENT in order to secure the complete and timely payment and performance by GRANTOR of certain Obligations (as defined in the Security Agreement and the Loan Agreement);

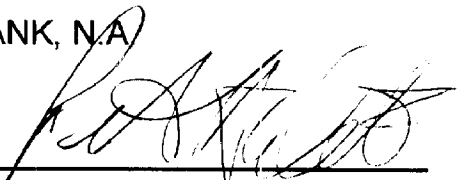
AND WHEREAS, GRANTOR has satisfied all of the Obligations in full and has fully performed its covenants and undertakings under the Security Agreement;

NOW THEREFORE, in consideration of the foregoing and intending to legally bound, AGENT, on behalf of LENDERS, hereby releases and terminates the Security Interest and waives and relinquishes all its rights, powers, privileges and remedies with respect to GRANTOR, its successors and assigns, under the Security Agreement, hereby sells, assigns, transfers and sets over to GRANTOR and its successors and assigns any right, title or interest in or to the Collateral, including without limitation, all rights in and to the Trademarks and any Collateral GRANTOR may have acquired, and hereby releases GRANTOR, its successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement.

Dated:

MELLON BANK, N.A.

By:



Name: Peter Dontas
Title: Vice President

STATE OF)
)
COUNTY OF) ss.

On the 28 day of April, 1999, before me personally came _____
Peter A. Datas to me known, who did depose and say that he/she is _____
VP of MELLON BANK, N.A., the association described in the
foregoing instrument and is authorized to execute the foregoing instrument on behalf of
MELLON BANK, N.A.

Jean M. Leone
Notary Public

JEAN M. LEONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 18 1999

Schedule A

U.S. Trademarks

Registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CARD\$MART	2,013,981	November 5, 1996
PAPER RAINBOW	1,858,550	October 18, 1994
PARAMOUNT FROM THE HEART & Design	1,616,679	October 9, 1990
Misc. Heart Design	1,442,082	June 9, 1987
TELECARD	1,378,617	January 14, 1986
PUPS 'N PURRS (stylized)	1,326,916	March 26, 1985
WORDS FROM THE HEART (stylized)	1,208,303	September 14, 1982
FROM THE HEART	1,148,010	March 3, 1981
PARAFILM	1,135,124	May 13, 1980
POLLY PATCHES (stylized)	1,119,634	June 5, 1979
IMAGES (stylized)	1,122,357	July 17, 1979
MOMENTS SHARED	1,111,781	January 23, 1979
PHOTOGRAM & Design	942,002	August 29, 1972
PARACHROME & Design	856,028	September 3, 1968
PARAMOUNT	749,439	May 14, 1963
CONTINENTAL	727,727	February 20, 1962