

12-01-1999

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MAJ 11/18/99

101211442

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Nationscredit Commercial Corporation

Individuals Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other

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

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

Name: JungleTalk International, Inc.
 Internal Address: _____
 Street Address: 5995 North Broadway
 City: Denver State: Colorado ZIP: 80216

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other Release of a Security Interest

Execution Date: July 8, 1999

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

Additional numbers attached? Yes No

Trademark Registration No.(s)\
1,904,543

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City New York State: NY ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

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.

Brian T. Jaenicke
 Name of Person Signing

Brian T. Jaenicke
 Signature

11/18/99
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

**Commissioner of Patents and Trademarks
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Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

40.00
0651-0011-1904543
12/01/1999
FC:481

**TERMINATION AND RELEASE
(TRADEMARK SECURITY AGREEMENT)**
dated as of July 2, 1999, by **NATIONSCREDIT
COMMERCIAL CORPORATION**, as agent for
the Lenders referred to below and having a place of
business at One Canterbury Green, Stamford,
Connecticut 06912 (together with its successors and
assigns, the "Agent").

JungleTalk International, Inc. (formerly known as JungleTalk Acquisition Corp.), a Delaware corporation having a place of business at 5995 North Broadway, Denver, Colorado 80216 (together with its successors and assigns, "JTI"), is the owner of (i) each trademark, trademark registration, trademark application and trademark license listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application listed on Schedule I and each trademark licensed pursuant to any of the trademark licenses listed on Schedule I, and (ii) all products and proceeds of the foregoing, including, without limitation, any cause of action against any third party for past, present or future infringement of, or injury to the goodwill associated with, any of the foregoing trademarks, trademark registrations, trademark applications or licensed trademarks (collectively, the "Trademark Collateral").

Perfecto Holding Corp. ("PHC"), Perfecto Manufacturing, Inc. ("PMI") and Aquarium Systems, Inc. ("ASI") are parties to the Credit Agreement dated as of June 28, 1997 and amended and restated as of June 27, 1997 (as further amended and in effect on the date hereof, the "Credit Agreement"). to which the lenders referred to therein (the "Lenders"), and the Agent (together with the Lenders, the "Secured Parties") are also parties. In order to secure the obligations of PHC, PMI and ASI under the Credit Agreement and the other documents contemplated by the Credit Agreement, JTI has guaranteed the obligations and performance of PHC, PMI and ASI under the Credit Agreement and JTI has granted to the Secured Parties a security interest in substantially all of its assets pursuant to the Guaranty and Security Agreement dated as of August 30, 1996, as amended on June 27, 1997 (as amended and in effect on the date hereof, the "Security Agreement"). In conjunction therewith, JTI has also granted to the Secured Parties a security interest in all of the Trademark Collateral pursuant to the Trademark Security Agreements dated as of August 30, 1996 and June 27, 1997 (as amended and in effect on the date hereof, the "Trademark Security Agreements"; and together with the Security Agreement, the "Agreements").

The Secured Parties desire to confirm and record that the Agreements and all of the rights of the Secured Parties thereunder have terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Secured Parties hereby agree as follows:

1. The Secured Parties hereby (i) confirm and agree that each Agreement is hereby terminated in its entirety, and that no party thereto shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising

under such Agreement, (ii) certify that no security interest is claimed by the Secured Parties, or any of them, in the Trademark Collateral, and (iii) release the Trademark Collateral to JTI.

2. The Secured Parties hereby consent to the recordation of this Termination and Release (Trademark Security Agreement) by JTI with the Commissioner of Patents and Trademarks and any appropriate federal or state agency, and grants to the law offices of Goodwin, Procter & Hoar LLP of Boston, Massachusetts, U.S.A., and its agents, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation before the trademark offices of any country in the world.

* * *

IN WITNESS WHEREOF, the Secured Parties have caused this Termination and Release (Trademark Security Agreement) to be duly executed as of the date first written above.

NATIONSCREDIT COMMERCIAL CORPORATION, as Agent

By: James F. Graue
Name: James F. Graue
Title: Vice President

[Seal]

STATE OF New York)
) : SS:
COUNTY OF New York)

On the 8th day of July, 1999 before me personally came James F. Graue to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of NationsCredit Commercial Corporation, who being by me duly sworn, did depose and say that he resides at 400 East 70th Street, No. 108, New York, NY 10021; that he is Vice President of NationsCredit Commercial Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Veronica R. Lupo
Notary Public

Notary Public, State of New York

My commission expires:

VERONICA R. LUPO
NOTARY PUBLIC, State of New York
No. 01106014991
Qualified in New York County
Commission Expires October 19, 2000

Schedule 1

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date Filed or Registered</u>
JUNGLETALK	1,904,543	July 11, 1995