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01-06-2000

Docket No.:

XNG-68800



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12-14-1999

To the f

U.S. Patent & TMO/ TM Mail Rpt Dt: #54

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hed original documents or copy thereof.

1. Name of conveying party(ies):

Wells Fargo Bank, N.A.
111 Sutter Street
San Francisco, California 94104

12-14-99

- Individual(s)
- General Partnership
- Corporation-State
- Other **Bank**
- Association
- Limited Partnership

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

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

Name: **Rubber Stampede, Inc.**

Internal Address:

Street Address: **2550 Pellissier Place**

City: **Whittier** State: **CA** ZIP: **90601-**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **California**
- 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
- Security Agreement
- Other **Acknowledgmt. of Termination of Security Interest**
- Merger
- Change of Name

Execution Date: **November 15, 1999**

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,970,223
2,082,972

Additional numbers attached? Yes No

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

Name: **Suzanne J. Heeg, Esquire**

Internal Address: **Sheppard, Mullin, Richter &**

Hampton LLP

Street Address: **333 South Hope Street, 48th Floor**

City: **Los Angeles** State: **CA** ZIP: **90071**

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ **240.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-1853

01/06/2000 DNGUYEN 00000004 1970223

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01 FC:481 40.00 OP
02 FC:482 200.00 OP

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.

Suzanne J. Heeg

Name of Person Signing

Signature

December 9, 1999

Date

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

8

Recordation Form Cover Sheet (Contd.)

4.B) Trademark Registration number(s):

<u>Registration No.</u>	<u>Issue Date</u>
1,397,620	6/17/86
1,918,814	9/12/95
1,955,991	2/13/96
1,964,600	3/26/96
1,969,693	4/23/96
1,989,096	7/23/96
2,011,386	10/29/96

**ACKNOWLEDGMENT OF TERMINATION OF
SECURITY INTEREST**

This Acknowledgment is made as of November 15, 1999, by Wells Fargo Bank, N.A. (the "Secured Party") in favor of Rubber Stampede, Inc., a California corporation ("Buyer").

WHEREAS, Sam's Group, Inc., d.b.a. Rubber Stampede (the "Debtor") has represented that it has adopted, used, and is using in connection with its business certain trademarks and service marks identified in Exhibit A attached hereto (the "Trademarks");

WHEREAS, the Debtor has represented that it has been granted certain United States trademark registrations, with the registration numbers identified in Exhibit B attached hereto (the "Registrations");

WHEREAS, the Debtor has represented that it is the sole owner of certain United States issued Patents, with the issued patent numbers identified in Exhibit C attached hereto (the "Patents")

WHEREAS, the Secured Party has a security interest in the Debtor's assets and properties, including the Trademarks, the Registrations and the Patents;

WHEREAS, the Debtor is in default of its obligations to the Secured Party, and, with the consent of the Debtor, the Secured Party is foreclosing on its collateral, including the Trademarks,, the Registrations and the Patents;

WHEREAS, pursuant to a Foreclosure Sale Agreement (the "Sale Agreement"), dated as of November 15, 1999, among the Debtor, the Secured Party and the Buyer, with the consent of the Guarantor (as defined therein), the Buyer shall purchase, acquire and take assignment and delivery of, all of the Debtor's and the Secured Party's right, title and interest in and to the Acquired Assets (as defined in the Sale Agreement), including the Trademarks, the Registrations and the Patents;


WHEREAS, the Buyer desires that the Secured Party acknowledge that upon the consummation of the sale of the Acquired Assets pursuant to the Sale Agreement, such disposition and sale to the Buyer of the Trademarks, the Registrations and the Patents will discharge, extinguish

and terminate the Secured Party's security interest therein, and the Secured Party is willing to make acknowledgment and confirm such extinguishment and termination;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Secured Party hereby acknowledges the extinguishment and termination of, and hereby extinguishes and terminates, its liens upon and security interest in and all right, title and interest of the Secured Party in and to: (i) the Trademarks, the goodwill of the business symbolized by the Trademarks; (ii) all licenses in respect of the Trademarks; (iii) the Registrations; (iv) all rights of the Secured Party to seek other registrations of the Trademarks in the United States Patent and Trademark Office or elsewhere; (v) all causes of action, past and future, for infringement or other violations of the Trademarks; (vi) all the Patents and all licenses thereunder; (vii) all rights to seek continuation, division, renewal, substitute or reissue of the Patents for the full term or terms for which the same may be granted in the United States Patent and Trademark Office or elsewhere; (viii) all right, title and interest in and to said Patents in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority; (ix) and all causes of action, past and future, for infringement or other violations of the Patents.

WELLS FARGO BANK, N.A.

By:



Title:

VLCB PRESIDENT

CERTIFICATE OF AUTHENTICITY

I, Suzanne J. Heeg, do hereby certify that:

1. I am a partner in the law firm of Sheppard, Mullin, Richter &

Hampton LLP, 333 South Hope Street, 48th Floor, Los Angeles, California 90071-1448.

2. I am a member in good standing of the State Bar of California.

3. The attached copy of an Acknowledgment of Termination of

Security Interest is a true and correct copy of the original Acknowledgment of

Termination of Security Interest, which was executed by the Wells Fargo Bank, N.A. as

of November 15, 1999.

Dated this 9th day of December, 1999, at Los Angeles, California, U.S.A.

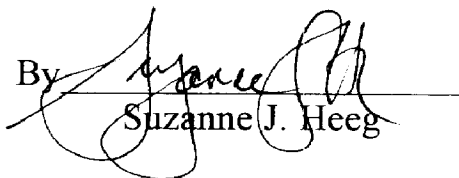
By 
Suzanne J. Heeg

EXHIBIT A

Trademarks / Service Marks and Applications

<u>Trademark/ Service Mark</u>	<u>Application No./ Registration No.</u>	<u>Filing Date/ Issue Date</u>
KIDSTONE	1,970,223	4/23/96
PAINT STONE	2,082,972	7/29/97
RUBBER STAMPEDE	1,397,620	6/17/86
THE RUBBER STAMP FACTORY	1,918,814	9/12/95
BONE ZONE	1,955,991	2/13/96
INK STONE	1,964,600	3/26/96
THE RUBBER STAMP FACTORY	1,969,693	4/23/96
PRISM PAD	1,989,096	7/23/96
SOFT	2,011,386	10/29/96

EXHIBIT B

Registrations

United States Registration No. 1,970,223, registered April 23, 1996, for KIDSTONE, for stamp pads and ink for stamp pads.

United States Registration No. 2,082,972, registered July 29, 1997, for PAINT STONE, for stamp pads and ink for stamp pads.

EXHIBIT C

Patents and Applications

<u>Title</u>	<u>Application No./ Patent No.</u>	<u>Filed/ Issued</u>
Rubber Stamp Pad	367,878	3/12/96
Stamp Pad Container	367,879	3/12/96