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U.S. Department of Commerce Patent and Trademark Office **TRADEMARK**

RECORDATION FORM COVER SHEET

	MARKS ONLY Please record the attached original document(s) or copy(ies).
Submission Type	Conveyance Type
New	Assignment License
Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment Effective Date
Correction of PTO Error Reel # Frame #	Merger Month Day Year
Corrective Document Reel # Frame #	Change of Name X Other RELEASE
Conveying Party x	Mark if additional names of conveying parties attached Execution Date Month Day Year
Name CAPITAL TRUST S.A.	12 15 00
Formerly	
Individual General Partnership	Limited Partnership Corporation Association
X Other a LUXENBERG JOINT STOR	CK COMPANY
Citizenship/State of Incorporation/Organiza	tion
Receiving Party	Mark if additional names of receiving parties attached
Name 0-CEDAR BRANDS, INC.	
DBA/AKA/TA	
Composed of	
Address (line 1) 1210 KENTON STREET	
Address (line 2)	0HIO 45505
Address (line 3) SPRINGFIELD City City General Partnership X Corporation Association	State/Country If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic
Corporation Association Other	representative should be attached. (Designation must be a separate document from Assignment.)
Citizenship/State of Incorporation/Organiz	ation OHIO
(2/2001 DHGUYEN 00000213 0910870 FO	OR OFFICE USE ONLY
FC 481 40.00 0P FC 482 1400.00 0P	

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 Europe 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

TRADEMARK

REEL: 002202 FRAME: 0620

FORM Expires 06/3	PTO-1618B
OMB 0651-	

Page 2

.S. Department of Commerce
atent and Trademark Office
TRADEMARK

Domestic Repres	entative Name and Address Enter for the first Receiving Party only.
Name KAYE,	SCHOLER, FIERMAN, HAYS & HANDLER LLP
Address (line 1) 425 F	ARK AVENUE
Address (line 2) NEW Y	ORK, NY 10022
Address (line 3) ATTN:	RAKESH PATEL
Address (line 4)	
Correspondent N	ame and Address Area Code and Telephone Number 212-836-8717
Name RAKES	H PATEL
Address (line 1) KAYE,	SCHOLER, FIERMAN, HAYS & HANDLER LLP
Address (line 2) 425 F	ARK AVENUE
Address (line 3) NEW Y	ORK, NY 10022
Address (line 4)	
raues	the total number of pages of the attached conveyance document # 10
Enter either the Tradem	Application Number(s) Registration Number (DO NOT ENTER BOTH numbers for the same property). Application Number(s) Registration Number(s) Registration Number(s) O910870 2166566 1392415 O771875 0774513 1596981
Enter either the Tradem	Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Application Number(s) Registration Number(s) 0910870 2166566 1392415 07715048 2174005 1391622 0771875 0774513 1596981
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Number of Prope Fee Amount Method of Payr Deposit Accour (Enter for payment) Statement and S To the bese attached of the service of the	Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Application Number(s) Registration Number(s) 0910870 2166566 1392415 0715048 2174005 1391622 0771875 0774513 1596981 Tee Amount for Properties Listed (37 CFR 3.41): Enclosed X Deposit Account The by deposit account or if additional fees can be charged to the account.) Deposit Account Number: Authorization to charge additional fees: Yes No ignature to f my knowledge and belief, the foregoing information is true and correct and any topy is a true copy of the original document. Charges to deposit account are authorized, as

FORM PT Express 66/30/20 (0.5/4.00) 7	O-1618C	ATION FORM C CONTINUAT RADEMARKS	ON		.S. Department is atom and Trade TRADEM	mark Office	
Conveyin Enter Addition	g Party al Conveying Party	X Mark	if additional names of co	onveying parties at	Lxc	cution Da	ite Year
Name	Electra Investment '	Trust PLC			12	15	00
Formerly]		
Individ	ual General Partnerst	hip Limited P	artnership C	Corporation [Asso	ciation	٠
X Other	England Public Lin	mited Company					
X Citizen	ship State of Incorporation/Org	anization Engla	ad				
Receiving Enter Addition	Party al Receiving Party	Mark if add	tional names of receivin	g parties attached			
Nam	e O-Cedar Brands, I	ac.				-	
DBA/AKA/TA							
Composed o	of						
Address (line	1210 Kenton Street				J		
Address (line	2)						
Address (line	Springfield		State/Country		45505 ≥∞	Code	
Indivi		rship Limited	l Partnership	If document in assignment assignment and domiciles appointment representation (Designation document for	and the receid in the Unite of a domes we should be must be a s	iving par ed State: tic attacht eparate	s, an ed
Other		roanization					
	nship/State of Incorporation/Only k Application Number(s	\ or Pegistratio	n Number(s)	Mark if ad	ditional num	ıbers att	ached
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RECORDATION FORM COVER SHEET FORM PTO-1618C CONTINUATION OUTDOORS 0027 TRADEMARKS ONLY	U.S. Benadment of Connerce Calent and Trademark Office TRADEMARK
Conveying Party Enter Additional Conveying Party Mark if additional names o	f conveying parties attached Execution Date
Name E.F. Private Equity Partners (Americas) L.P.	Month Day Year 12 15 00
Formerly	
Individual General Partnership X Limited Partnership	Corporation Association
Other	
X Citizenship State of Incorporation/Organization England	
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving	ring parties attached
Name O-Cedar Brands, Inc.	
DBA/AKA/TA	
Composed of	
Address (line 1) 1210 Kenton Street	
Address (tine z)	
Address (line 3) Springfield Ohio	45505 Zip Code
Individual General Partnership Limited Partnership	If document to be recorded is an assignment and the receiving party is
X Corporation Association	not domicifed in the United States, an appointment of a domestic representative should be attached
	(Designation must be a separate document from the Assignment)
Other Other Ohio	
T Chizenship State of moniporum to 2 Pagistration Number(s)	Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NO) Enter	BOTH numbers for the same property).
Trademark Application Number(s)	legistration Number(s)
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PORM PTO-1618C: CONTINUATION COVER SHEET Continuation TRADEMARKS ONLY RECORDATION FORM COVER SHEET U.S. Department of Communication Patient and Transferrank Office of TRADEMARK
Conveying Party Enter Additional Conveying Party X Mark if additional names of conveying parties attached Execution Date
Name Fred R. Leventhal Revocable Trust 12 15 00
Formerly
Individual General Partnership Limited Partnership Corporation Association
X Other Trust
X Citizenship State of Incorporation/Organization Ohio
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached
Name O-Cedar Brands, Inc.
DBA/AKA/TA
Composed of
Address (line 1) 1210 Kenton Street
Address (fine 2)
Address (line 3) Springfield Ohio
City State/Country Zip Code
Individual General Partnership Limited Partnership if document to be recorded is an assignment and the receiving party is not domicited in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)
X Citizenship/State of Incorporation/Organization Obio
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)

RECORDATION FORM COVER SHEET FORM: PTO-1618C CONTINUATION Patent and Traditionack Office on the 66th other Continuation TRADEMARKS ONLY Control 66th other Control 65th other Control
Conveying Party Enter Additional Conveying Party X Mark if additional names of conveying parties attached Execution Date Month Day Year
Name National City Bank, N.A. 12 07 00
Formerly
Individual General Partnership Limited Partnership Corporation Association
X Other National Banking Association
Citizenship State of Incorporation/Organization
Receiving Party Enter Additional Receiving Party Mark If additional names of receiving parties attached
Name O-Cedar Brands, Inc.
DBA/AKA/TA
Composed of
Address (line 1) 1210 Kenton Street
Address (line 2) Springfield Ohio 45505
Individual General Partnership Limited Partnership If document to be recorded is an sestignment 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 the Assignment.)
X Citizenship/State of Incorporation/Organization Ohio
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)

Express (GE)(OF) (Charles of GE)	RECORDATION FORM CO CONTINUATION TRADEMARKS O	N	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Conveying Party Enter Additional Conveying Party		additional names of conveying p	Excention Date
Name Fleet Capita	l Corporation		Month Day Year 12 15 00
Formerly			
	Partnership Limited Part	nership X Corporatio	n Association
Other			
X Citizenship State of Incorpo	ration/Organization Rhode I	sland	
Receiving Party Enter Additional Receiving Party	Mark if addition	nal names of receiving parties at	tached
Name O-Cedar Bran	ds, Inc.		
DBA/AKA/TA			
Composed of			
Address (line 1) 1210 Kenton S	Street		
Address (line 2)			
Address (time 3) Springfield	Ohio		45505
Individual General X Corporation Assoc Other	al Partnership Limited Pariation	assign not do appoin repres (Design	Zip Code iment to be recorded is an ment and the receiving party is miciled in the United States, an ithment of a domestic entative should be attached mation must be a separate ant from the Assignment.)
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SCHEDULE I

SCHEDULE OF TRADEMARKS

		Registration		
Owner	Trademark	Number	<u>Status</u>	<u>Date</u>
<u> </u>	Tracoman	<u>rameer</u>	Btutus	Date
O-Cedar Brands, Inc.	ANGLER	0910870	Registered	04/06/71
O-Cedar Brands, Inc.	CEDARFLEX	0715048	Registered	05/09/61
O-Cedar Brands, Inc.	CEDARLON	0771875	Registered	06/23/64
O-Cedar Brands, Inc.	CLEAN FINISH	2166566	Registered	06/16/98
O-Cedar Brands, Inc.	CLICK 'N CLEAN	2174005	Registered	07/14/98
O-Cedar Brands, Inc.	COPPER LITE	0774513	Registered	08/04/64
O-Cedar Brands, Inc.	DUST GUARD	1392415	Registered	05/06/86
O-Cedar Brands, Inc.	EASY MATIC	1391622	Registered	04/29/86
O-Cedar Brands, Inc.	EASY REACH	1596981	Registered	05/15/90
O-Cedar Brands, Inc.	EASY SWEEP	1453230	Registered	08/18/87
O-Cedar Brands, Inc.	EASY-TWIST REFILL	1826009	Registered	03/08/94
	SYSTEM			
O-Cedar Brands, Inc.	EVERY-WHICH-WAY	0878626	Registered	10/14/69
O-Cedar Brands, Inc.	FEATHER TIP	1855790	Registered	09/27/94
O-Cedar Brands, Inc.	FLARE TIP	0923517	Registered	11/09/71
O-Cedar Brands, Inc.	FLOOR KING	1508181	Registered	10/11/88
O-Cedar Brands, Inc.	HIGH REACH	1505976	Registered	09/27/88
O-Cedar Brands, Inc.	LIGHT & EASY	1400366	Registered	07/08/86
O-Cedar Brands, Inc.	LIGHT & EASY	1132726	Registered	04/08/80
O-Cedar Brands, Inc.	LIGHT & EASY	0844995	Registered	02/27/68
O-Cedar Brands, Inc.	LIGHT & THIRSTY	1832769	Registered	04/26/94
O-Cedar Brands, Inc.	LIGHT & THIRSTY	1404095	Registered	08/05/86
O-Cedar Brands, Inc.	MAXI ANGLER	1333300	Registered	04/30/85
O-Cedar Brands, Inc.	MAXI LOK	1334345	Registered	05/07/85 11/19/85
O-Cedar Brands, Inc.	MAXI-MATIC	1371344	Registered	12/27/94
O-Cedar Brands, Inc.	MAKES YOUR LIFE	1869630	Registered	12121194
	EVEN EASIER	1010005	Registered	08/09/94
O-Cedar Brands, Inc.	MAKES YOUR LIFE	1849325	Registered	00/07/27
	EVEN EASIER	1 < 40 5 4 1	Registered	06/18/91
O-Cedar Brands, Inc.	MAKES YOUR LIFE	1648541	Registered	00/10/51
	EASIER			
	GUARANTEED	1420206	Registered	05/12/87
O-Cedar Brands, Inc.	NATURAL	1439206 1847382	Registered	07/26/94
O-Cedar Brands, Inc.	OCEANIC	0656811	Registered	01/07/58
O-Cedar Brands, Inc.	O-CEDAR and Design	0030011	Kogistoroa	
	Triangle	0656812	Registered	01/07/58
O-Cedar Brands, Inc.	O-CEDAR	1180237	Registered	12/01/81
O-Cedar Brands, Inc.	O-CEDAR	0692217	Registered	01/26/60
O-Cedar Brands, Inc.	O-CEDAR	0678428	Registered	05/12/59
O-Cedar Brands, Inc.	O-CEDAR and Design	0010720		
	Triangle	0531683	Registered	531,683
O-Cedar Brands, Inc.	O-CEDAR and Design	0711510	Registered	02/21/61
O-Cedar Brands, Inc.	Design Only	0.11010	C	

PHLEGAL: #1001513 v1 (LGRT019DOC).

O-Cedar Brands, Inc.	Design Only	0709801	Registered	01/17/61
O-Cedar Brands, Inc.	O-CEDAR 2000	1860414	Registered	10/25/94
O-Cedar Brands, Inc.	O-CEDAR 2000	1846236	Registered	07/19/94
O-Cedar Brands, Inc.	O-CEDAR MAKES	1249011	Registered	08/23/83
	YOUR LIFE EASIER		•	
O-Cedar Brands, Inc.	O-RIGINALS	1841361	Registered	06/21/94
O-Cedar Brands, Inc.	OUTSIDERS	1364544	Registered	10/08/85
O-Cedar Brands, Inc.	POWER CORNER	2164733	Registered	06/09/98
O-Cedar Brands, Inc.	POWER STRIP	0898298	Registered	09/08/70
O-Cedar Brands, Inc.	POWER TIP	1650192	Registered	07/09/91
O-Cedar Brands, Inc.	POWER TIP	1567212	Registered	11/21/89
O-Cedar Brands, Inc.	ROLL-A-SPONGE	1404088	Registered	08/05/86
O-Cedar Brands, Inc.	ROLL 'N SCRUP	1395736	Registered	06/03/86
O-Cedar Brands, Inc.	SCRUB AWAY	1494300	Registered	06/28/88
O-Cedar Brands, Inc.	SCRUBBEE	0628497	Registered	06/12/56
O-Cedar Brands, Inc.	SCRUBBEE (Stylized)	1394903	Registered	05/27/86
O-Cedar Brands, Inc.	SPONGE-O-MATIC	1398566	Registered	06/24/86
O-Cedar Brands, Inc.	SWEEP-KING	0690228	Registered	12/22/59
O-Cedar Brands, Inc.	TWIST 'N MOP	2124717	Registered	12/30/97
O-Cedar Brands, Inc.	POWERSCRUP	75-635585	Registered	12/28/98
O-Cedar Brands, Inc.	BRUSHMASTER	75-489008	Registered	05/21/98
O-Cedar Brands, Inc.	SHAPERITE SPONGE	2,300,675	Registered	12/14/00

PHLEGAL: #1001513 v1 (LGRT01!.DOC)

Release dated as of December 15, 2000 by CAPITAL TRUST S.A. ("Lender") under a certain Subordinated Promissory Note dated February 26, 1999 among Lender and O-CEDAR BRANDS, INC., an Ohio corporation ("Brands"), having an address at 1210 Kenton Street, Springfield, Ohio 45505.

WHEREAS, Brands is the owner of certain United States trademarks as listed on Schedule I and patents as listed on Schedule II hereto; and

WHEREAS, Brands pledged and granted to Lender as collateral for the obligations under the Subordinated Promissory Note, a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Trademark and License Security Agreement in favor of the Lender (the "Trademarks") and (2) the patents listed on Schedule II, including the registrations thereof, and all other related claims and rights as more fully described in a certain Patent and License Security Agreement in favor of the Lender (the "Patents"); and

WHEREAS, all of the obligations under the Subordinated Promissory Note have been satisfied in full;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Lender, hereby releases and remits to Brands any and all security interest and lien in and to and any and all right, title and interest in and to all intellectual property of Brands, including the aforesaid Trademarks and Patents, and gives notice of such release of security interest.

Executed as of the date first above written.

CAPITAL TRUST S.A.

Release dated as of December 15, 2000 by ELECTRA INVESTMENT TRUST PLC ("Lender") under a certain Subordinated Promissory Note dated February 26, 1999 among Lender and O-CEDAR BRANDS, INC., an Ohio corporation ("Brands"), having an address at 1210 Kenton Street, Springfield, Ohio 45505.

WHEREAS, Brands is the owner of certain United States trademarks as listed on Schedule I and patents as listed on Schedule II hereto; and

WHEREAS, Brands pledged and granted to Lender as collateral for the obligations under the Subordinated Promissory Note, a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Trademark and License Security Agreement in favor of the Lender (the "Trademarks") and (2) the patents listed on Schedule II, including the registrations thereof, and all other related claims and rights as more fully described in a certain Patent and License Security Agreement in favor of the Lender (the "Patents"); and

WHEREAS, all of the obligations under the Subordinated Promissory Note have been satisfied in full;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Lender, hereby releases and remits to Brands any and all security interest and lien in and to and any and all right, title and interest in and to all intellectual property of Brands, including the aforesaid Trademarks and Patents, and gives notice of such release of security interest.

Executed as of the date first above written.

ELECTRA INVESTMENT TRUST PLC

By: / M n

Name: H.A.L.H. Munford

Title: Authorized Signatory

PHLEGAL: #1001475 v2 (lgqr02!.DOC)

Release dated as of December 15, 2000 by E.F. PRIVATE EQUITY PARTNERS

(AMERICAS) L.P. ("Lender") under a certain Subordinated Bridge Note dated June 9, 2000, among Lender, O-

CEDAR BRANDS, INC., an Ohio corporation ("Brands"), having an address at 1210 Kenton Street,

Springfield, Ohio 45505, and O-CEDAR RECAP COMPANY, INC. ("Recap"; and collectively with Brands,

the "Borrowers"), a Delaware corporation having an office at 1210 Kenton Street, Springfield, Ohio 45505.

WHEREAS, Brands is the owner of certain United States trademarks as listed on Schedule I and

patents as listed on Schedule II hereto; and

WHEREAS, the Borrowers pledged and granted to Lender as collateral for the obligations

under the Subordinated Bridge Note, a security interest and lien in and to certain intellectual property including

(1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated therewith and

all other related claims and rights as more fully described in a certain Trademark and License Security

Agreement in favor of the Lender (the "Trademarks") and (2) the patents listed on Schedule II, including the

registrations thereof, and all other related claims and rights as more fully described in a certain Patent and

License Security Agreement in favor of the Lender (the "Patents"); and

WHEREAS, all of the obligations under the Subordinated Bridge Note have been satisfied in

full;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound

hereby, Lender, hereby releases and remits to the Borrowers any and all security interest and lien in and to and

any and all right, title and interest in and to all intellectual property of the Borrowers, including the aforesaid

Trademarks and Patents, and gives notice of such release of security interest.

Executed as of the date first above written.

E.F. PRIVATE EQUITY PARTNERS (AMERICAS) L.P.

By: Am M Name: H.A.L. H. Mumford Title: Authorized Signatory

PHLEGAL: #1001475 v1 (LGQR01!.DOC)

Release dated as of December <u>S</u>, 2000 by FRED R. LEVENTHAL REVOCABLE TRUST ("Lender") under a certain Subordinated Promissory Note dated February 26, 1999 among Lender and O-CEDAR BRANDS, INC., an Ohio corporation ("Brands"), having an address at 1210 Kenton Street, Springfield, Ohio 45505.

WHEREAS, Brands is the owner of certain United States trademarks as listed on Schedule I and patents as listed on Schedule II hereto; and

WHEREAS, Brands pledged and granted to Lender as collateral for the obligations under the Subordinated Promissory Note, a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Trademark and License Security Agreement in favor of the Lender (the "Trademarks") and (2) the patents listed on Schedule II, including the registrations thereof, and all other related claims and rights as more fully described in a certain Patent and License Security Agreement in favor of the Lender (the "Patents"); and

WHEREAS, all of the obligations under the Subordinated Promissory Note have been satisfied in full;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Lender, hereby releases and remits to Brands any and all security interest and lien in and to and any and all right, title and interest in and to all intellectual property of Brands, including the aforesaid Trademarks and Patents, and gives notice of such release of security interest.

Executed as of the date first above written.

FRED !	R. [4	EVENTHAL REVOCABLE TRUST
By:	1	Relled
Name:	Fre	R. Leventhal
Title:		

Release dated as of December _____, 2000 by NATIONAL CITY BANK, N.A. ("Lender") under a certain Security Agreement dated September 9, 1993, among Lender and O-CEDAR BRANDS, INC., an Ohio corporation ("Brands," formerly Vining Industries, Inc.), having an address at 1210 Kenton Street, Springfield, Ohio 45505.

WHEREAS, Brands is the owner of certain United States trademarks as listed on Schedule I hereto; and

WHEREAS, Brands pledged and granted to Lender as collateral for the obligations under the Security Agreement, a security interest and lien in and to certain intellectual property including the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Trademark and License Security Agreement in favor of the Lender (the "Trademarks); and

WHEREAS, all of the obligations under the Security Agreement have been satisfied in full;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Lender, hereby releases and remits to Brands any and all security interest and lien in and to and any and all right, title and interest in and to all intellectual property of Brands, including the aforesaid Trademarks, and gives notice of such release of security interest.

Executed as of the date first above written.

NATIONAL CITY BANK, N.A.

PHLEGAL: #1001475 v1 (LGQR01!.DOC)

Release dated as of December 15, 2000 by FLEET CAPITAL CORPORATION ("Lender") under a certain Loan and Security Agreement dated May 8, 1998, among Lender and O-CEDAR BRANDS, INC., an Ohio corporation ("Brands"), having an address at 1210 Kenton Street, Springfield, Ohio 45505.

WHEREAS, Brands is the owner of certain United States trademarks as listed on Schedule I and patents as listed on Schedule II hereto; and

WHEREAS, Brands pledged and granted to Lender as collateral for the obligations under the Loan and Security Agreement, a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Trademark and License Security Agreement in favor of the Lender (the "Trademarks") and (2) the patents listed on Schedule II, including the registrations thereof, and all other related claims and rights as more fully described in a certain Patent and License Security Agreement in favor of the Lender (the "Patents"); and

WHEREAS, all of the obligations under the Subordinated Promissory Note have been satisfied in full;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Lender, hereby releases and remits to Brands any and all security interest and lien in and to and any and all right, title and interest in and to all intellectual property of Brands, including the aforesaid Trademarks and Patents, and gives notice of such release of security interest.

Executed as of the date first above written.

RECORDED: 03/07/2001

FLEET CAPITAL CORPORATION

By: John W. STARESCK.

TRADEMARK

REEL: 002202 FRAME: 0634