

03-07-2001



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

11. 21. 00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached
- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment 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 Assignment.)

01X/02/2001 DNGUYEN 00000213 0910870

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 1400.00 OP

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 Budget Package 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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0910870"/>	<input type="text" value="2166566"/>	<input type="text" value="1392415"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0715048"/>	<input type="text" value="2174005"/>	<input type="text" value="1391622"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0771875"/>	<input type="text" value="0774513"/>	<input type="text" value="1596981"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

RAKESH PATEL

Name of Person Signing

Signature

DECEMBER 18, 2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
05/01/95-1-0077

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

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name **Electra Investment Trust PLC**

12 15 00

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other **England Public Limited Company**

Citizenship State of Incorporation/Organization **England**

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name **O-Cedar Brands, Inc.**

DBA/AKA/TA

Composed of

Address (line 1) **1210 Kenton Street**

Address (line 2)

Address (line 3) **Springfield**

Ohio

45505

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment 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.)

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)

FORM TPO-1618C
Expires 06/30/00
0001 0001 0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **E.F. Private Equity Partners (Americas) L.P.**

12 15 00

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization **England**

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)

Address (line 3) **Springfield** **Ohio** **45505**
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization **Ohio**

If document to be recorded is an assignment 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.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

FORM PTO-1618C
Expires 06/30/99
03/01/99 (09/97)

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12 15 00

Name **Fred R. Leventhal Revocable Trust**

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other **Trust**

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/AKATA

Composed of

Address (line 1) **1210 Kenton Street**

Address (line 2)

Address (line 3) **Springfield** **Ohio** **45505**
City State/Country Zip Code

Individual General Partnership Limited Partnership if document to be recorded is an assignment 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)
 Corporation Association
 Other

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)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

FORM PTO-1618C
Expires 09/30/99
GPO: 2001-000-7

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Enter Additional Conveying Party

Name National City Bank, N.A.

12 07 00

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other National Banking Association

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name O-Cedar Brands, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1210 Kenton Street

Address (line 2)

Address (line 3) Springfield

Ohio

45505

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization Ohio

If document to be recorded is an assignment 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)

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 CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 02/20/2005
Revised 01/04/02

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

12 15 00

Name Fleet Capital Corporation

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Rhode Island

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)

Address (line 3) Springfield

Ohio

45505

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

If document to be recorded is an assignment 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.)

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)

SCHEDULE I

SCHEDULE OF TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Status</u>	<u>Date</u>
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 SYSTEM	1826009	Registered	03/08/94
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
O-Cedar Brands, Inc.	MAXI-MATIC	1371344	Registered	11/19/85
O-Cedar Brands, Inc.	MAKES YOUR LIFE EVEN EASIER	1869630	Registered	12/27/94
O-Cedar Brands, Inc.	MAKES YOUR LIFE EVEN EASIER	1849325	Registered	08/09/94
O-Cedar Brands, Inc.	MAKES YOUR LIFE EASIER...	1648541	Registered	06/18/91
O-Cedar Brands, Inc.	NATURAL	1439206	Registered	05/12/87
O-Cedar Brands, Inc.	OCEANIC	1847382	Registered	07/26/94
O-Cedar Brands, Inc.	O-CEDAR and Design Triangle	0656811	Registered	01/07/58
O-Cedar Brands, Inc.	O-CEDAR	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 and Design Triangle	0678428	Registered	05/12/59
O-Cedar Brands, Inc.	O-CEDAR and Design	0531683	Registered	531,683
O-Cedar Brands, Inc.	Design Only	0711510	Registered	02/21/61

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 YOUR LIFE EASIER	1249011	Registered	08/23/83
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

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Release dated as of December 16, 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.

By: 
Name: John P. Osawa
Title: Attorney-in-fact

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

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

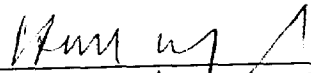
WHEREAS, Brands pledged and granted to Lender as collateral for the obligations under the Subordinated Promissory Note, a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated 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: 
Name: H.A.L.H. Mumford
Title: Authorized Signatory

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

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

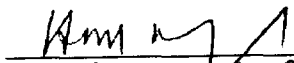
WHEREAS, the Borrowers pledged and granted to Lender as collateral for the obligations under the Subordinated Bridge Note, a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated 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: 
Name: H.A.L.H. Mumford
Title: Authorized Signatory

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Release dated as of December 5, 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

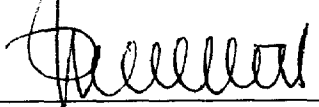
WHEREAS, Brands pledged and granted to Lender as collateral for the obligations under the Subordinated Promissory Note, a security interest and lien in and to certain intellectual property including (1) the trademarks listed on Schedule I, including the registrations thereof, the goodwill associated 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. LEVENTHAL REVOCABLE TRUST

By: 
Name: Fred R. Leventhal
Title: Trustee

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Release dated as of December 7th, 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.

By: Richard R. Murchey III
Name: RICHARD R. MURCHEY III
Title: VICE PRESIDENT

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

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.

FLEET CAPITAL CORPORATION

By: John W. Staneski
Name: JOHN W. STANESKI
Title: V.P.