

05-04-2001



101701608

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Finova Capital Corporation
355 South Grand Avenue
Los Angeles, CA 90071

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

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

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

Name: Camden Vale Corporation

Internal Address: Suite 206

Street Address: 2210 Midwest Road

City: Oak Brook State: IL ZIP: 60523

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Illinois
Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
Security Agreement
Other Release of Trademarks from Security Agreement
Merger
Change of Name

Execution Date: April 5, 2001

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

A. Trademark Application No.(s)

75/505,226

B. Trademark Registration No.(s)

2,285,017

Additional numbers Yes No

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

Name: L. Daniel Liutikas

Internal Address:

Much Shelist

Suite 2100

Street Address: 200 North LaSalle Street

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00 E

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

134825

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.

L. Daniel Liutikas

Name of Person Signing

Signature

April 16, 2001

Date

Total number of pages including cover sheet, attachments, and

4

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of April 5, 2001 by FINOVA CAPITAL CORPORATION ("FINOVA").

WHEREAS, FINOVA and Camden Vale Corporation, an Illinois corporation ("Debtor"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of January 14, 2000;

WHEREAS, the Trademark Security Agreement granted FINOVA a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to FINOVA (the "Obligations");

WHEREAS, FINOVA recorded the Trademark Security Agreement on January 27, 2000 at Reel 002021, Frame 0272 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that FINOVA release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FINOVA hereby agrees as follows:

FINOVA hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtors's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and

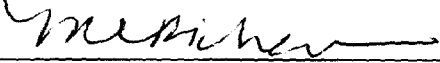
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

FINOVA further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens,

including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, FINOVA has caused this Release of Trademarks to be duly executed as of the day and year first above written.

FINOVA CAPITAL CORPORATION

By: 
Name: Maryann Richardson
Title: Assistant Vice President