

4/26/02 **TRADEMARK RECORDATION COVER SHEET**

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

04-26-2002



102068232

Please record the attached original documents or copy thereof.

4-26-02

1. Name of conveying party(ies):
**The CIT Group/Business Credit, Inc.,
successor by merger to the The CIT
Group/Credit Finance, Inc.**

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation-State New York
 Other _____

Additional name(s) conveying party(ies) attached: Yes No

2. Name and address of receiving party(ies):
Name: Willitts Designs International, Inc.
Street Address: 1129 Industrial Avenue
City Petaluma State CA Zip 94952

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

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other Release of Security Interest

Execution Date: January 8, 2002

If assignee is not domiciled in the United States,
A domestic representative designation
is attached: Yes No

(Designation must be a separate document from
Assignment)

Additional name(s) and address(es)
attached: Yes No

4. Application number(s) or registration number(s)
A. Trademark Application No(s):
04/29/2002 GTDN11 00000005 1640059
01 FC:481 40.00 OP

B. Trademark Registration No(s):
Please see attached Schedule A.

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: Totam Terry Luu
Street Address: Mayer, Brown & Platt
350 South Grand Avenue, 25th Floor
City: Los Angeles
State: CA Zip: 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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.

Totam Terry Luu Name of Person Signing
[Signature] Signature
April 25, 2002 Date

**SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT**

Insert Name of Grantor

Reel/Frame: _____
Recordation: _____

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WILLITTS DESIGNS	1640059	April 2, 1991

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
NONE		

RELEASE

This Release granted on this 8th day of January, 2002, by THE CIT GROUP/BUSINESS CREDIT, INC., successor by merger to The CIT Group/Credit Finance, Inc. ("CIT") to Willitts Designs International, Inc., a California corporation, ("Grantor"), as follows:

W I T N E S S E T H

WHEREAS, the Grantor has heretofore granted to CIT a Security Interest in certain (a) trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses (the "Marks") more particularly set forth on Schedule A and (b) the patents and applications therefor (the "Patents") more particularly set forth on Schedule B attached hereto, all given to secure the Obligations of the Grantor as defined in the Trademark and Patent Security Agreement between the parties dated August 15, 1995 (the "Trademark and Patent Security Agreement"); and

WHEREAS, CIT wishes to release and restore all right, title and interest in and to the Marks and Patents to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A and the Patents shown on the attached Schedule B hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CIT hereby releases, discharges, quitclaims and relinquishes unto the Grantor any and all right, title and interest (a) in and to the Marks, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks and trademark licenses set forth on Schedule A attached hereto, and (b) in and to the Patents, and more particularly the security interest in the patents and applications therefor set forth on Schedule B attached hereto, all granted to CIT by the Grantor by the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

Dated: January 8th, 2002

**THE CIT GROUP/BUSINESS CREDIT, INC.,
successor by merger to The CIT Group/
Credit Finance, Inc.**

By: 

Name: Account Executive

Title: Lan Wang