

06-18-2002



102126370

...d original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

The Garick Corporation

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

Additional names of conveying party(ies) attached?

- yes
- no

3. Nature of Conveyance

- Assignment
- Security Agreement
- Other Release & Termination of Trademark Security Agreement
- Merger
- Change of Name

Execution Date: May 14, 2002

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

Name: National City Bank

Internal Address: _____

Street Address: _____

20 Stanwix Street

City Pittsburgh

State PA Zip 15222

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

Additional name(s) & address(es) attached? yes no



06-06-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #70

4. Application number(s) or patent number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,864,709 2,173,066
1,874,357

Additional numbers attached? Yes No

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

Eileen T. Mathews, Esq.
Cafee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to: Assistant Commissioner for Trademarks, Assignment Branch, 2900 Crystal Drive, Arlington, Va., 22202-3513, on this 14 day of June, 2002.

Debra L. Hale

(Typed or Printed Name)

Debra J. Hale

(Signature)

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):

\$90.00

- Enclosed
- Authorized to be charged to deposit account
 - Total Fee Due
 - Any deficiencies in the enclosed fees.

8. Deposit account number: 03-0172

The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

(Attach duplicate copy of this page if paying by deposit account)

06/17/2002 DBYRNE 00000057 1864709

01 FC:482
02 FC:482

40.00 OP
50.00 OP

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.

Eileen T. Mathews

Name of Person Signing

Eileen T. Mathews
Signature

May 24, 2002
Date

Total number of pages comprising transmittal: 1

RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT

For One Dollar (\$1.00) and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the First Amendment to Security Agreement, effective as of July 10, 1998, amending that certain Patent, Trademark and Copyright Assignment, dated as of February 29, 1996 (as so amended the "Trademark Security Agreement") recorded September 14, 1998 at Reel/Frame: 1792/0977, between Grantors, Fairmount Minerals, Ltd., a Delaware Corporation, and additional conveying parties (Best Sand Company; Best Silica Company; Prairie Transportation, Inc.; Fairmount Abrasives, Inc.; TechniSand, Inc.; United Western Supply Company; Wedron Silica Company; and The Garick Corporation), and Grantee, National City Bank, an Ohio Corporation, is hereby terminated solely as to Grantor The Garick Corporation. Grantee hereby forever releases and discharges The Garick Corporation from its obligations under the Trademark Security Agreement. National City Bank has no right, title or interest of any kind, including a security interest, in the trademarks, registrations and/or applications throughout the world for the trademarks as set forth on Schedule A attached hereto and fully incorporated herein (collectively "Trademarks"), or in any trademarks owned by The Garick Corporation which were adopted, acquired or derived from, used or based upon, variations of, or are substantially similar to, the Trademarks. Further, National City Bank has no right, title or interest of any kind, including a security interest in any of the Collateral defined in the Trademark Security Agreement owned by The Garick Corporation.

NATIONAL CITY BANK, as Administrative Agent

Date: May 14, 2002

By: Mid Hottel

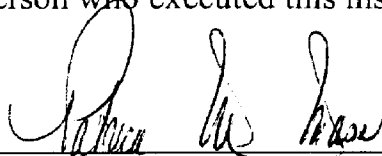
Title: Assistant Vice President

State of OHIO)

County of CUYAHOGA)

SS:

This RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT was executed and acknowledged before me this 14 day of July, 2002 by National City Bank, personally know to me to be the person who executed this instrument.



Notary Public

PATRICIA M. MASA
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Jan. 16, 2006

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
FAX-TION PLAN	1,864,709	11/29/94
GARICK	1,874,357	01/17/95
KIDS KARPET	2,173,066	07/14/98

{SXD3662.DOC;3}

RECORDED: 06/06/2002

**TRADEMARK
REEL: 002526 FRAME: 0176**