

10-21-2002

RECORDATION FORM COVER SHEET

Docket No.:



TRADEMARKS ONLY

56819.00005

Ta. **102255779**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Banc of America Strategic Solutions, Inc. (successor in interest to Greyrock Capital Group)
10-15-02

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

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

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

Name: Genal Strap, Inc.
Internal Address: _____
Street Address: 31-00 47th Avenue
City: Long Island City State: NY ZIP: 11101

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release and Termination

Execution Date: September 30, 2002

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

A. Trademark Application No.(s)

**Annexed
hereto as
Schedule A**

Additional numbers Yes No

B. Trademark Registration No.(s)

**Annexed
hereto as
Schedule A**

Additional numbers Yes No

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

Name: Karl M. Zielaznicki
Internal Address: _____
Jenkins & Gilchrist Parker Chapin LLP
The Chrysler Building
Street Address: 405 Lexington Avenue
City: New York State: NY ZIP: 10174

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41):.....\$ \$515.00

Enclosed
 Authorized to be charged to deposit account

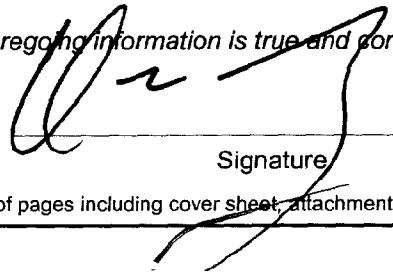
8. Deposit account number:
500-672

OFFICE OF PUBLIC RECORDS
OCT 15 AM 11:54
FINANCE SECTION

10/18/2002 LMUELLER 00000055 2474500
01 FC:8521 40.00 OP
02 FC:8522 475.00 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.

Karl M. Zielaznicki  October 10, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 10

Schedule A

I. US Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ROBOWRAP	2,474,500	7/31/01
ROBOBAND	2,462,720	6/19/01
KREISLER	2,380,875	8/29/00
FLEX-ON	2,332,179	3/21/00
SPORT WRAP	2,300,890	12/14/99
PRO-STRAP	2,341,792	4/11/00
K (image)	1,877,551	2/7/95
KREISLER	1,771,348	5/18/93
SWITCHASTRAP	1,395,617	6/3/86
TROOPER	1,353,962	8/13/95
SPORTSTRAP	1,344,294	6/25/85
RIP-OFFS BY REGAL	1,267,094	2/14/84
FLEX-ON BY KREISLER	1,275,068	4/24/84
MARAUDER	1,072,630	9/6/77
TAPER-FLEX	1,072,629	9/6/77
FASHIONFLEX	1,072,628	9/6/77
REGAL	834,324	8/29/67
DURA FLEX (stylized)	797,785	10/19/65
KREISLER (stylized)	750,165	5/28/63

II. US Trademark Applications:

<u>Mark</u>	<u>Appln No.</u>	<u>Filing Date</u>	<u>Status</u>
SPLURGE!	78/001,990	3/31/00	Pending

✓

RELEASE AND TERMINATION

THIS **RELEASE AND TERMINATION** is made this 30th day of September, 2002 by BANC OF AMERICA STRATEGIC SOLUTIONS, INC. (successor in interest of Greyrock Capital Group) ("Grantee") in favor of REGAL INDUSTRIES, INC., a Pennsylvania corporation, (formerly known as RII Acquisition Corp.) ("Grantor") and GENAL STRAP, INC., a New York Corporation ("Genal Strap").

RECITALS

A. The Grantor, a certain lender and Greyrock Capital Group, Inc., as agent, are parties to a Credit Agreement dated as of May 16, 1995 (as the same may be amended and in effect from time to time among said parties, the "Credit Agreement").

B. Pursuant to the terms of the related Security Agreement dated as of May 16, 1995 (as the same may be amended and in effect from time to time among said parties, the "Security Agreement") between Grantor and Greyrock Capital Group, Inc., as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of the Security Agreement, the "Grantee"), Grantor granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all of Grantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether existing or thereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Financing Documents and the Warrants as defined in the Credit Agreement.

C. A related Trademark Security Agreement dated as of May 16, 1995 (the "Trademark Security Agreement") between Grantor and Grantee was executed and recorded in the United States Patent and Trademark Office on July 17, 1995 at Trademark Reel 1371 at Frames 0355 - 0361.

D. Certain Defaults and Events of Default (the "Defaults") have occurred and are continuing under the Credit Agreement as a result of, among other things, the failure of Grantor to pay certain installments of principal and interest when due. The Defaults have not been waived by Grantor and have not been cured by Grantee.

E. Grantee has foreclosed upon the certain assets of Grantor and pursuant to Section 9-610 of the Uniform Commercial Code and a Secured Party Sale Agreement dated February 1, 2002 (the "Secured Party Sale Agreement") between Grantee, Grantor and Genal Strap, Grantee has transferred to Genal Strap all right, title and interest in and to certain assets acquired

through foreclosure as set forth on Schedule 2.1 of the Secured Party Sale Agreement (the "Transferred Assets") and attached hereto as Exhibit A.

F. Genal Strap has requested and Grantee has agreed to release any remaining security interest as granted in the Credit Agreement, Security Agreement or the Trademark Security Agreement in and to the Transferred Assets including, without limitation, the US trademark applications and registrations (the "Trademark Properties") set forth on Exhibit B hereto.

NOW THEREFORE, for valuable consideration, receipt and adequacy of which is hereby acknowledged:

1. Grantee hereby irrevocably releases and terminates its security interest in all of Grantor's right, title and interest in and to the Transferred Assets and the Trademark Properties as of February 1, 2002.

IN WITNESS WHEREOF, Grantee has caused this Release and Termination to be duly executed by an authorized officer as of the day and year first above written.

BANC OF AMERICA STRATEGIC SOLUTIONS, INC.

By: *Lisa Marshall*
Name: LISA MARSHALL
Title: Senior Vice Pres.

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

On the 30th day of September, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared LISA MARSHALL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on this instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Gale L. Morris
Notary Public

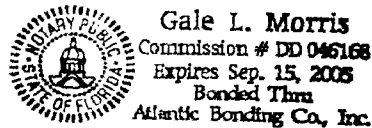


Exhibit A

TRADEMARK
REEL: 002601 FRAME: 0787

SCHEDULE 2.1

Description of the Transferred Assets

1. "Transferred Assets" shall mean, with the exception of the Excluded Assets, all of the Company's right, title and interest, if any, in and to the following personal property assets to the extent such assets are used or generated primarily in connection with the Company's operations in the Business and to the extent such right, title and interest is transferable pursuant to a secured party sale under Section 9-610 of the UCC, described as follows:

- (a) all Equipment;
- (b) all General Intangibles, including, but not limited to, all contract rights;
- (c) all Goods;
- (d) all Instruments
- (e) all Securities;
- (f) all Trademarks;
- (g) all Trademark Registrations;
- (h) all Trademark Rights;
- (i) all Trademark Licenses;
- (j) all Trademark Collateral;

(k) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(l) together with all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposit accounts, cash or other property owned by the Debtor or in which the Debtor has an interest that are now or may hereafter be in the possession, custody or control of the Secured Party or any participants or assigns for any purpose; and

(m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

2. Definitions.

(a) Unless otherwise defined in this Schedule 2.1, capitalized terms used in this Schedule 2.1 shall have the meanings ascribed to such terms in the Agreement.

(b) In addition, the following terms shall have the following meanings:

"Equipment": All machinery, equipment and fixtures, restaurant equipment and fixtures, officer furniture, furnishing and trade fixtures, specialty tools and parts, motor vehicles and materials handling equipment of the Debtor, together with the Debtor's interest in, and right to, any and all manuals, computer programs, data bases and other materials relating to the use, operation or structure of any of the foregoing; and all other property constituting "equipment" as such term is defined in the Uniform Commercial Code.

"General Intangibles": All of the Debtor's presently existing or hereafter acquired or arising general intangibles (including those arising under concession agreements, franchise agreement, lease agreements or other agreements) and other personal property including any and all royalties, franchise fees, choses of things in action, recipes, all rights with respect to any patents, together with any reissue, extension or renewal thereof, all patent applications, all patent licenses, all trademarks, services marks, trademark and service mark applications, trade names, trade styles, patents, copyrights, mask works and trade-secrets information and all goodwill associate with the foregoing, and all other proprietary rights and right to prevent other from doing acts that constitute unfair competition with the Debtor or misappropriation of its property, including without limitation and sums (net of expenses) that he Debtor may receive arising out of any claim for infringement of its rights in any of the foregoing, and all rights of the Debtor under contracts to enjoy performance by other or to be entitled to enjoy rights grated by others, including without limitation any licenses (including liquor licenses to the extent a security interest may be granted in a liquor license under applicable law), franchises and purchase orders; all rights to prevent others from entering into competition with the Debtor; all tax refunds and tax refund claims; all deposit and other bank accounts; all rights, title and interest of the Debtor in and to all literature, reports, catalogs, documents, books, records and other information (on whatever medium recorded, and including without limitation computer programs, tapes, disc, punch cards, data processing software and related property and rights) maintained by the Debtor that reflect the conduct of the Debtor's business, such as financial records, marketing and sales records, research and development records, and design, engineering and manufacturing records; all rights under service bureau service contracts; all computer data and the concepts and ideas on which said data is based; all developmental ideas and concepts, papers, plans, schematics, drawings, blueprints, sketches and documents; all data bases; all monies due or recoverable from pension funds; all economic interests (including money due or to become due) under partnership agreements, whether as a general partner or a limited partner; all Intercompany Notes; all customer lists and route lists; and all other property constituting "general intangibles" as such term is defined in the Uniform Commercial Code.

"Securities": All of the securities and instruments held by the Debtor, including without limitation all stocks, bonds, U.S. Treasury bills, certificates of deposit, mutual or money market fund shares; and all distributions made and all sums due or to become due on any of the foregoing, and all securities, instruments or other property purchased or acquired as a result of the investment and reinvestment thereof as hereinafter provided, and all other property constituting "investment property and "securities entitlements: as such term is defined in the Uniform Commercial Code.

"Trademarks": All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, and the goodwill associated therewith, and all Trademark Registrations.

"Trademark Collateral": All Trademarks; Trademark Licenses; all reissues, extensions or renewals of any of the Trademarks or Trademark Registrations; all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks, Trademark Registrations and Trademark Licenses; and all Trademark Rights associated with the foregoing, including without limitation all Trademark Rights associated with any Trademark, Trademark Registration or Trademark License.

"Trademark Licenses": All trademark licenses and other agreements providing the Borrower with rights to use trademarks (to the extent such licenses and other agreements do not prohibit the Borrower from granting a security interest in its right thereunder).

"Trademark Registrations": All past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), and all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications) in the United States Patent and Trademark Office or in any similar office or agency of the united States or any state thereof or any similar office in any country or any political subdivision thereof, together with the rights (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower, and to take any and all actions necessary or appropriate to maintain in effect and or renew and extend such registrations.

"Trademark Rights": Any and all past present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associate with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligations) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the right referred to above in this definition or any goodwill associated therewith, and the rights to damages or profits due or accrues arising out of or in connection with any such past, present or future infringement, dilutions damage or injury and Trademark Licenses.

Exhibit B

I. US Trademark Registrations:

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KREISLER	B 162,079	N/A	Australia
KREISLER	6,038	N/A	Bermuda
KREISLER	007,124 UCA	N/A	Canada
KREISLER	B808,455	N/A	United Kingdom
KREISLER	562 of 1961 UCA	N/A	Hong Kong
KREISLER	M/B 33,931	N/A	Malaysia
KREISLER	66,684	N/A	New Zealand
KREISLER	B27,060	N/A	Singapore
KREISLER	186,514	N/A	Switzerland
FLEX-ON BY KREISLER	TMA 299,939	N/A	Canada

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