

08-18-2003

8-11-03

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Comerica Bank

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

Execution Date: July 1, 2003

2. Name and address of receiving party(ies)

Name: Randall International, LLC

Internal

Address:

Street Address: 2885 Loker Avenue East

City: Carlsbad State: CA Zip: 92008

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

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

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

75688026

Additional number(s) attached Yes No

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

Name: Audie J. de Castro

Internal Address:

Street Address: 401 B Street, #1200

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved:

15

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)

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.

Audie J. de Castro

Name of Person Signing

Signature

8/16/03

Date

Total number of pages including cover sheet, attachments, and document: 5

08/15/2003 LMUELLER 00000186 75688026

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 DP
350.00 DP

TRADEMARK
REEL: 002802 FRAME: 0435

Attachment to
Recordation Form Cover Sheet
Trademarks Only

4. A. Trademark Application No.(s)

75/688,026

75/759,502

75/688,027

75/759,501

75/759,500

75/704,633

75/704,635

75/846,949

4. B. Trademark Registration No.(s)

1,949,001

2,257,846

2,261,347

2,407,254

2,449,243

2,356,082

2,450,200

**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This Release of Security Interest in Intellectual Property ("Release") is made as of July 1, 2003 by Comerica Bank, as successor in interest to Imperial Bank ("Secured Party"), in favor of Randall International, LLC a California limited liability company, with an address at 2885 Loker Avenue East, Carlsbad, California 92008 ("Company").

WHEREAS, Company executed that certain Commercial Security Agreement dated January 2, 2001, ("Security Agreement"), pursuant to which Company granted a security interest to Secured Party in, among other things, certain intellectual property owned by Company to secure certain debt obligations of the Corporation to Secured Party (the "Debt");

WHEREAS, Company executed that certain Memorandum of Security Agreement in Trademark dated June 6, 2000 ("Trademark Agreement"), pursuant to which Company granted a security interest to Secured Party in certain trademarks as identified on Schedule A attached hereto (the "Collateral");

WHEREAS, said Trademark Agreement was filed with the Assignment Branch of the United States Patent and Trademark Office on June 29, 2000 and recorded at Reel/Frame: 002110/0030; and

WHEREAS, the Debt has been satisfied in full and Secured Party has agreed to release all liens and interests granted under the Trademark Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Secured Party releases, without recourse or warranty, and reconveys to Company, all liens and interests granted under the Trademark Agreement.
2. Secured Party hereby represents and warrants that it has not transferred any rights in the Collateral to any other party.
3. This Release may be executed in two counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

4. Secured Party shall execute and deliver all other instruments and documents and take all other actions as may be reasonably required or appropriate to carry out the purposes of this Agreement. Notwithstanding the foregoing, the Company shall be responsible for recording this Release with the United States Patent and Trademark Office.

COMERICA
a California banking corporation,

BANK,

By: 
Name: Thomas G. Kinzel
Title: Vice President

Schedule A

Collateral

| <u>Registered Trademarks</u> | | | | |
|------------------------------|--------------------------------|-------------------------|------------------|-----------------------|
| <u>Owner/Applicant</u> | <u>Country of Registration</u> | <u>Registration No.</u> | <u>Mark</u> | <u>Class/Products</u> |
| Randall | United States | 1,949,001 | Golfer's Defense | Int. Cl. 3 |
| Randall | United States | 2,257,846 | Sun Defense | Int. Cl. 3 |
| Randall | United States | 2,261,347 | Windows | Int. Cl. 3 |
| Randall | United States | 2,407,254 | Tennis Defense | Int. Cl. 3 |
| Randall | United States | 2,449,243 | Skier's Defense | Int. Cl. 3 |
| Randall | United States | 2,356,082 | Player's Defense | Int. Cl. 3 |
| Randall | United States | 2,450,200 | Military Defense | Int. Cl. 3 |

| <u>Trademark Applications</u> | | | | |
|-------------------------------|--------------------------------|-------------------------|---------------------|-----------------------|
| <u>Owner/Applicant</u> | <u>Country of Registration</u> | <u>Registration No.</u> | <u>Mark</u> | <u>Class/Products</u> |
| Randall | United States | 75/688,026 | Surfer's Defense | Int. Cl. 3 |
| Randall | United States | 75/759,502 | Kid's Defense | Int. Cl. 3 |
| Randall | United States | 75/688,027 | Fisherman's Defense | Int. Cl. 3 |
| Randall | United States | 75/759,501 | Racer's Defense | Int. Cl. 3 |
| Randall | United States | 75/759,500 | Spectator's Defense | Int. Cl. 3 |
| Randall | United States | 75/704,633 | Sailing Defense | Int. Cl. 3 |
| Randall | United States | 75/704,635 | All Sports Defense | Int. Cl. 3 |
| Randall | United States | 75/846,949 | Lip Defense | Int. Cl. 3 |