

3-15-04

03-17-2004

Docket No.:



102768570

Tab settings

To the Director of the United States Patent and

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other

- Association
- Limited Partnership

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

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

Name: Maritz, Inc.

Internal Address: 1365 N. Highway Drive

Street Address:

City: Fenton State: MO ZIP: 63099

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Missouri
- 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 Termination and Release of Security Interest

- Merger
- Change of Name

Execution Date: February 25, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

| | | |
|----------------|----------------|----------------|
| <u>2570429</u> | <u>2568344</u> | <u>2185277</u> |
| <u>1503222</u> | <u>1455702</u> | <u>1462193</u> |
| <u>1030254</u> | | |

Additional numbers Yes No

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

Name: Kirk A. Damman

Internal Address: Box IP Department

Street Address: 500 North Broadway, Suite 2000

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):.....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03/16/2004 DBYRNE 00000166 2570429

01 FC: 4521 St. Louis 40.00 OF
02 FC: 3822 150.00 OF MO ZIP: 63102

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.

Kirk A. Damman

Name of Person Signing

Signature

March 10, 2004

Date

Total number of pages including cover sheet, attachments, and

2

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002931 FRAME: 0909

TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE dated as of February 25, 2004, from BANK OF AMERICA, N.A., as Administrative Agent (the "Secured Party") with principal offices at 231 South LaSalle Street, IL1-231-08-30, Chicago, Illinois 60604, to MARITZ INC., a Missouri corporation, with its principal offices at 1365 N. Highway Drive, Fento, Missouri 63099 (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated April 25, 2003, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Interest was recorded with the U.S. Patent and Trademark Office on June 18, 2003 at Reel 002670 Frame 0168;

WHEREAS, the Secured Party now desires to terminate and release its Security Interest solely as it relates to certain Intellectual Property Collateral (hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Definitions: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in the United States trademarks identified in Schedule I attached hereto and incorporated herein by reference and including all registrations, applications for registration, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark.

2. Release of Security Interest: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in that certain Intellectual Property Collateral identified on Schedule I, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void. For the avoidance of doubt, the United States trademarks of Maritz Inc. that are not identified on Schedule I remain fully subject to the Security Interest.

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: David A. Johanson

Name: David A. Johanson

Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.:

On this 19th day of February, 2004, before me personally appeared DAVID JOHANSON to me known who, being by me duly sworn, did depose and say that he/she is vice president of BANK OF AMERICA, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted BANK OF AMERICA, N.A..

Maria Paggao
Notary Public

(Affix Seal Below)



Schedule I

Released Trademarks

| Mark | Registration No. | Registration Date |
|-----------------------------|-------------------------|--------------------------|
| D DELVE and Design | 2570429 | 5/14/02 |
| DELVE | 2568344 | 5/7/02 |
| QUIKCALL SYSTEM | 2185277 | 9/1/98 |
| Q and Design | 1503222 | 9/6/88 |
| INSTA-DATA | 1455702 | 9/1/87 |
| INSTA-BID | 1462193 | 10/20/87 |
| QUALITY CONTROLLED SERVICES | 1030254 | 1/13/76 |

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ATLLIB01 1632286.1

RECORDED: 03/15/2004

**TRADEMARK
REEL: 002931 FRAME: 0912**