

09-23-2004

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



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

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Tab settings

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

1. Name of conveying party(ies): LaSalle Business Credit, LLC

7-2-04

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware limited liability company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Term. of Trademark Security Int.

Execution Date: 6/11/04

2. Name and address of receiving party(ies)

Name: Pumpkin Ltd.

Internal Address:

Street Address: 1905 Sherman Street

City: Denver State: CO Zip: 80203

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

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)

B. Trademark Registration No.(s) 2213214, 2310954 2279335, 2076470, 1465923, 1476839

Additional number(s) attached Yes No

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

Name: Laing P. Akers

Internal Address:

Street Address: 41 S. High Street, Suite 1300

City: Columbus State: OH Zip: 43215

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$ 490

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Laing P. Akers Name of Person Signing

Laing P. Akers Signature

June 22, 2004 Date

Total number of pages including cover sheet, attachments, and document: 6

09/22/2004 NBETACHE 00000194 2213214

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

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TRADEMARK REEL: 003052 FRAME: 0613

RECORDATION FORM COVER SHEET
FORM PTO-1594

Conveying Party: LaSalle Business Credit, LLC.
Receiving Party: Pumpkin Ltd.

Item 4B. Additional Trademark Registration Nos.

2109759

2160808

2484623

2094288

1879719

2212466

2152583

1912503

2611708

1477650

2093958

2430455

2437613

TERMINATION OF TRADEMARK SECURITY INTEREST

This **TERMINATION OF TRADEMARK SECURITY INTEREST** is executed as of June 11, 2004 by LaSalle Business Credit, LLC ("Lender"), with reference hereby made to that Loan and Security Agreement, dated as of June 13, 2001 (as the same may be amended, modified or otherwise supplemented from time to time, the "Loan Agreement") between Pumpkin Ltd. d/b/a Pumpkin Masters, Inc., as ("Borrower") and Lender.

WHEREAS, pursuant to the Loan Agreement, Borrower (d/b/a Pumpkin Masters, Inc.) executed and delivered to the Lender the Trademark Security Agreement between the Borrower and Lender and a related Trademark Assignment of Security, each dated as of June 13, 2001 (collectively, the "Trademark Security Agreement") with respect to the collateral listed on Schedule A attached hereto (the "Collateral");

WHEREAS, all obligations due under the Loan Agreement have been paid in full and no outstanding obligations remain due and owing.

For good and valuable consideration, receipt of which is hereby acknowledged, the Lender:

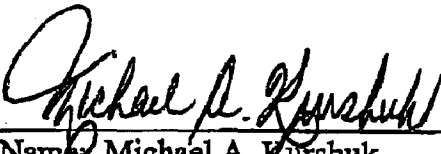
- (a) terminates the Trademark Security Agreement;
- (b) releases the liens and security interests granted to it in the Collateral pursuant to the Trademark Security Agreement and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Collateral; and
- (c) to the extent that the Lender shall be deemed to have any right, title or interest in the Collateral pursuant to the Trademark Security Agreement, re-transfers and reassigns to the Borrower all of such right, title and interest.

This Termination of Trademark Security Interest shall be governed by the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be executed by its duly authorized officer as of the date first written above.

LaSalle Business Credit, LLC, as Lender

By: 
Name: Michael A. Kurshuk
Title: First Vice President

Schedule A

Trademark	Country	Reg #	Reg. Date
Power Tools for Pumpkins ®	USA	2,213,214	12/22/98
Barebones® (stylized)	USA	2,310,954	1/25/00
Barebones® (Paints) (stylized)	USA	2,279,335	9/21/99
B.Y.O.P. (Bring Your Own Pumpkin)	USA	74/653167	Abandoned
Candleplanter®	USA	2,076,470	7/1/97
Carve-O-Lantern® (Educational Services)	USA	1,465,923	11/17/87
Carve-O-Lantern® (Kit for Pumpkin Carving)	USA	1,476,839	2/16/88
Carving Patters™	USA	Common Law	
Carving Patterns and Sensational Shadows™	USA	Common Law	
Companions®	USA	2,109,759	10/28/97
Durasaw®	USA	2,160,808	5/26/98
Easy Carve™	USA	75/8999,933	
Exceptional Easter™	USA	Common Law	
Fright Lights™	USA	76/169,837	
Go Long, Or Go Home	USA	75/718,386	Abandoned
Halloween Hardware®	USA	2,094,288	9/9/97
Melon Lights for Summer Night! ®	USA	1,879,719	2/21/95
MOJO™	USA	75/718387	Abandoned
OK! ®	USA	2,212,466	12/22/99
Our Kids®	USA	2,152,583	4/21/98
Product Masters™	USA	Tradename Cert. Filed – Colo 19981166450	
Pumpkin Masters®	USA	1,192,503	8/15/95
Pumpkin Masters® (Canada) (stylized)	USA	821,522	2/5/98
Pumpkin Masters® (U.K.) (stylized)	USA	2,137,466	6/28/97
Pumpkin Masters/America's Pumpkin Carving Company & Design® (Canada)	USA	489,994	2/16/98
Pumpkin Pals® (stylized)	USA	1,785,510	8/3/93
Pumpkin Portraits™	USA	76/133722	
Put a New Face on Halloween®	USA	1,477,650	2/23/88
Quick Pattern™	USA	Common Law	

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ScraperScoop™	USA	Common Law	
Spine Tinglers™	USA	Common Law	
The Original Pumpkin Carver	USA	2,093,958	9/9/97
The Thing Ya' Fling®	USA	2,430,455	2/20/01
Zippy Carve®	USA	1,786,740	8/10/93
ZOJO™	USA	75/746,868	

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RECORDED: 07/02/2004

TRADEMARK
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