

7-14-05

07-21-2005



RECORDING 103044557 TRADEMARKS

DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

Form (Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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):
General Electric Capital Corporation, as Agent

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 reel 2853, frame 0501

Execution Date: 7 July 2005

2. Name and address of receiving party(ies)

Name: Leedsworld, Inc.
 Internal Address: Westmoreland Industrial Park
 Street Address: 400 Hunt Valley Road
 City: New Kensington State: PA Zip: 15068

- 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) see Schedule A

B. Trademark Registration No.(s) see Schedule A

Additional number(s) attached Yes No

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

Name: Gary Sherman

Internal Address: _____

Continental Corporate Services, Inc.

Street Address: 189 Franklin Avenue

Suite 1

City: Nutley State: NJ Zip: 07110

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mitchell L. Garrett

Name of Person Signing

Signature

13 July 2005

Date

Total number of pages including cover sheet, attachments, and document: 4

07/22/2005 03:39:06 00000006 2161486

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

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP



07-14-2005

U.S. Patent & TMO/TM Mail Rcpt Dt. #77

TRADEMARK
REEL: 003194 FRAME: 0730

SCHEDULE A

Federal Trademarks

A. Federal Registrations

	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	SURESHIP	2,161,486	June 2, 1998
2.	SURE SHIP and design	2,210,085	December 15, 1998
3.	LEED'S	2,386,710	September 19, 2000
4.	BENCHMARK	2,260,736	July 13, 1999

B. Federal Applications

	<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
1.	WORLDSOURCE	78/391220	March 26, 2004
2.	(Design only)	78/324205	November 6, 2003

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of July 7, 2005 by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("GECC").

WHEREAS, GECC and Leedsworld, Inc., a Delaware corporation ("Debtor"), entered into that certain Trademark Security Agreement, dated as of April 30, 2004 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on May 18, 2004 at Reel 002853, Frame 0501 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

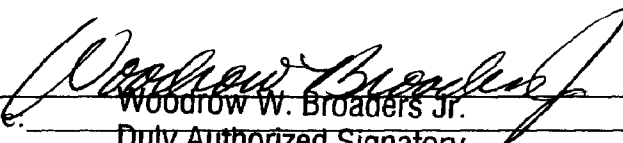
GECC further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens,

CH:772909.1

including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT

By: 
Name: Woodrow W. Broaders Jr.
Title: Duly Authorized Signatory