

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 13, 2005

- Assignment
- Security Agreement
- Other terminate & release security interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fleer/Skybox International LP

Internal

Address: Executive Plaza, Suite 300

Street Address: 1120 Route 73

City: Mt. Laurel

State: New Jersey

Country: USA Zip: 08054

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Pennsylvania
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Sheets

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Paul D. Swanson, Esq.

Internal Address: Liner Yapkelevitz Sunshine & Regenstreif

L.P., 14th Floor

Street Address: 1100 Glendon Avenue

City: Los Angeles

State: CA Zip: 90024

Phone Number: (310)500-3500

Fax Number: (310)500-3501

Email Address: pswanson@linerlaw.com

6. Total number of applications and registrations involved:

51

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

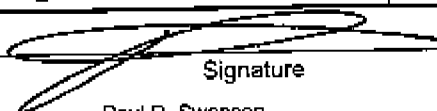
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502899

Authorized User Name Paul D. Swanson

9. Signature:



Signature

Paul D. Swanson

Name of Person Signing

11/30/05
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1290.00 502899 75614614

Attachment to Item 2

Additional citizenship of receiving party: New Jersey registered foreign limited partnership

SCHEDULE 1
TRADEMARKS

Pending Trademarks

Mark	Application Serial No.	Filing Date
SKYBOX FLIP MASTER CHALLENGE	75/814,614	10/4/99
HATS OFF	75/814,468	10/4/99
MOLTEN METAL	75/814,253	10/4/99
FRESH INK	75/814,205	10/4/99
AUTHEN-KICKS	75/814,204	10/4/99
HOBBY LEGENDS TOUR	75/814,048	10/4/99
FLEER/SKYBOX GENUINE	75/814,047	10/4/99
PENDEMONIUM	75/814,046	10/4/99
FEEL THE GAME	75/814,043	10/4/99
GET A PIECE OF THE PLAYER	75/787,430	8/26/99
FLEER/SKYBOX INTERNATIONAL and Design	75/786,391	8/26/99
WE UNDERSTAND YOUR PASSION	75/786,334	8/26/99
PREMIUM and Design	75/786,325	8/26/99
SKYBOX DOMINION	75/786,323	8/26/99
HOBBY BULLPEN PROGRAM	75/786,311	8/26/99
PEMDEMONIUM	75/746,223	10/30/99
PRIMETIME ROOKIES	75/746,222	7/8/99
FEEL THE GAME	75/746,217	7/8/99
SUPERNATURAL FUSION	75/717,393	5/25/99
ESTABLISHED	75/713,889	5/25/99
METAL SMITHS	75/713,885	5/25/99
METAL SMITHS XPLOSION	75/713,884	5/25/99
SUPERNATURAL XPLOSION	75/713,883	5/25/99
ROUNDBALL	75/713,758	5/25/99
APEX	75/713,755	5/25/99
E-XTRAORDINAY	75/713,754	5/25/99
UNDER PRESSURE	75/713,751	5/25/99
MASTERPIECE	75/713,673	5/25/99
AERIAL ASSUALT	75/713,667	5/25/99
PRIMETIME	75/676,421	4/6/99
SOLE OF THE GAME	75/636,770	2/9/99
SUPREME COURT	75/636,700	2/9/99
RAVE	75/636,441	2/4/99
AWARD WINNERS	75/636,433	2/4/99
FABULOUS 40'S	75/635,521	2/4/99
WARNING TRACK COLLECTION	75/635,514	2/4/99

Mark	Application Serial No.	Filing Date
BOX SEAT COLLECTION	75/635,513	2/4/99
FIRST BASE COLLECTION	75/635,511	2/4/99
BOYZ WITH THE WOOD	75/635,510	2/4/99
GOING YARD	75/635,508	2/4/99
RANT	75/635,506	2/4/99
DATE WITH DESTINY	75/635,501	2/4/99
BRILLIANTS	75/634,568	2/4/99
FREESTYLE	75/634,537	2/4/99
POSTSEASON REVIEW	75/634,536	2/4/99
BUILDING BLOCKS	75/634,535	2/4/99
M.L.P.D.	75/634,534	2/4/99
TURBO-CHARGED	75/633,852	2/4/99
HIP-NO-TIZED	75/633,851	2/4/99
DIAL "1"	75/633,850	2/4/99
STARTING COLLECTION	75/633,549	2/4/99

15 x 25
\$ 375

TERMINATION & RELEASE OF SECURITY INTEREST

EFFECTIVE DATE: As of July 13, 2005

Reference is hereby made to that certain Amended and Restated Security Agreement dated as of December 31, 1999, including all related exhibits, schedules and agreements (all as amended, supplemented or otherwise modified), between Fleer/Skybox International, L.P. (general partner Golden Cards, LLC) (collectively, the "Debtor"), on the one hand, and Bank of America, N.A. ("Company"), on the other hand, (the "Agreement") pursuant to which Company was granted a security interest in and to certain collateral, including without limitation, Debtor's right, title and interest in and to the applications for trademark registration and trademark registrations set forth on Schedule 1 (attached hereto and incorporated herein by this reference) as recorded with the United States Patent and Trademark Office on February 25, 2000 at Reel/Frame: 2039/0525 (collectively, the "Collateral").

Company hereby relinquishes and terminates all of its right, title and interest in and to the Collateral and further relinquishes and terminates all of its right, title and interest granted to it pursuant to the Agreement. The Agreement, and any and all rights and obligations of the parties thereunder, are hereby terminated in their entirety and hereafter shall have no further force or effect.

Debtor, or any party acting on its behalf, is hereby authorized to execute and/or file any documents, instruments, releases, financing statements and/or termination statements (collectively, "Documents") in the United States Copyright Office, United States Patent and Trademark Office and/or in any jurisdiction in which a UCC-1 financing statement has been filed, in order to effectuate the foregoing. Company agrees, promptly after presentment, to execute, acknowledge and deliver to the Debtor, or other party acting on its behalf, any such Document required by the Debtor to effectuate the foregoing. Should Company fail to execute and deliver any such Document within five (5) business days after presentment thereof to Company, Company hereby appoints Debtor, or other party acting on its behalf, as its attorney-in-fact to execute such Document. The foregoing power is coupled with an interest and is irrevocable.

This Termination & Release of Security Interest may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement. This Termination & Release of Security Interest contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written between the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Termination & Release of Security Interest to be executed by a duly authorized representative as of the date first written above.

BANK OF AMERICA, N.A.

FLEER/SKYBOX INTERNATIONAL, L.P.

By: _____

By:  _____

Its: _____

Its: _____

TRADEMARK

REEL: 003230 FRAME: 0261

TERMINATION & RELEASE OF SECURITY INTEREST

EFFECTIVE DATE: As of July 13, 2005

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IN WITNESS WHEREOF, each of the parties hereto has caused this Termination & Release of Security Interest to be executed by a duly authorized representative as of the date first written above.

BANK OF AMERICA, N.A.

FLEER/SKYBOX INTERNATIONAL, L.P.

By: 
Its: Senior Vice President

By: _____
Its: _____