

09-21-2000

EET

Docket No.



-Y 9.500

101465152

Tab settings

To the Honorable Commissioner of Patents

3 attached original documents, or copy thereof

1. Name of conveying party(ies):

Heller Financial, Inc.
500 West Monroe Street
Chicago, IL 60661

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Termination of Security Interest**
- Merger
- Change of Name

Execution Date: **August 29, 2000**

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

Name: **SMG, Inc.**

Internal Address:

Street Address: **2890 Chancellor Drive, Suite 210**

City: **Crestview Hills** State: **KY** ZIP **41017**

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Exhibit A

(Attachment of U.S. Reg. Nos.)

Yes No

74256591

Additional numbers

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

Name: **Pamela C. Gavin, Esquire**

Internal Address: **McGuireWoods LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond** State: **VA** ZIP: **23219-4030**

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41): \$ **340.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

09/20/2000 NTHA11 00000233 74256591

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 300.00 OP

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.

Pamela C. Gavin
Name of Person Signing

Pamela C. Gavin
Signature

September 15, 2000
Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

Exhibit A

| <u>Mark</u> | <u>Country</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---------------------------|----------------|-------------------|--------------------|-----------------|------------------|
| SCOTT PETERSEN (DESIGN) | US | 89,080 | 1/15/60 | 712,592 | 3/14/61 |
| SCOTT PETERSEN | US | 320,362 | 7/20/81 | 1,220,195 | 12/14/82 |
| SCOTT PETERSEN AND DESIGN | S. Korea | 8152/1992 | 3/26/92 | 263,159 | 5/17/93 |
| SCOTT PETERSEN AND DESIGN | US | 74/256,591 | 3/18/92 | 1,729,636 | 11/3/92 |
| SCOTT PETERSEN | US | 74/256,577 | 3/18/92 | 1,731,389 | 11/10/92 |
| MOSEY'S AND DESIGN | S. Korea | 8147/1992 | 3/26/92 | 263,156 | 5/17/93 |
| MOSEY'S | US | 73/799,227 | 5/11/89 | 1,575,309 | 1/2/90 |
| MOSEY'S AND DESIGN | US | 73/799,228 | 5/11/89 | 1,576,618 | 1/9/90 |
| KNEIP AND DESIGN | US | 72/447,035 | 1/26/73 | 980,454 | 3/12/74 |
| LIGURIA AND DESIGN | S. Korea | 8146/1992 | 3/26/92 | 263,155 | 5/17/93 |
| LIGURIA & DESIGN | US | 74/182,500 | 7/5/91 | 1,690,370 | 6/2/92 |
| LIGURIA DESIGN | US | 74/182,578 | 7/5/91 | 1,690,371 | 6/2/92 |
| LIGURIA | US | 74/027,098 | 2/8/90 | 1,670,852 | 12/31/91 |
| AQUILO DORO | US | 382,603 | 8/26/36 | 342,328 | 1/12/37 |
| TIME FOR DINNER | US | 75/333,731 | 7/31/97 | 2,176,906 | 7/28/98 |
| READY-PREP-GO! | US | 75/796,112 | 9/9/99 | 2,355,386 | 6/6/00 |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

HELLER FINANCIAL, INC.

SMG, INC.

1. Reference is made to certain security agreements dated as of September 25, 1997 entered into by and between SMG, INC., a Delaware corporation ("Borrower"), and HELLER FINANCIAL, INC., a Delaware corporation ("Lender") and February 28, 1994 entered into by SMG, Inc. ("Borrower") and HELLER FINANCIAL, INC. as Lender and Agent for Lenders ("Lender") (collectively, the "Security Agreements").

2. Pursuant to the Security Agreements, Borrower granted to Lender a security interest (the "Security Interest") in each of the trademarks, including the registrations thereof, set forth in Exhibit A attached here to (collectively, the "Trademarks").

3. In connection with the Security Agreements, the Security Interests were recorded with the United States Patent and Trademark Office on October 17, 1997, at Reel No. 1649 and Frame No. 0172 and on September 16, 1994, at Reel No. 1221 and Frame No. 0298 and on August 5, 1994 at Reel No. 1196 and Frame No. 0188.

4. Borrower and Lender desire to record the termination and release of the Security Interests in order to fully terminate, release and restore to Borrower any and all of Lender's right, title and interest in, to and under the Trademarks and goodwill associated herewith and to fully dissolve any and all of Lender's liens, encumbrances and security interests thereto.

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

Lender hereby terminates the Security interests and releases, discharges, quit claims and relinquishes unto Borrower any and all right, title and interest in, to and under the Trademarks and the goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered by an officer thereunto duly authorized as of AUG 29, 2000.

By:

Title:

W. B. Dean
SR. VP