

11-09-2000



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
**09 15 2000**

**Conveying Party**

Mark if additional names of conveying parties attached

Name

Execution Date:  
Month Day Year  
**09/15/2000**

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/08/2000 ANHED1 0000073 500327 1107533

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1107533"/>	<input type="text" value="1375117"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Patrick C. Bradshaw

Name of Person Signing



Signature

October 5, 2000

Date

**TERMINATION AND RELEASE  
OF SECURITY INTERESTS  
IN CERTAIN TRADEMARKS**

**TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS** (the "Release"), dated as of September 15, 2000, by **FLEET NATIONAL BANK** (successor by merger to Fleet Bank, N.A.), a national banking association with an office at 1185 Avenue of the Americas, New York, New York 10036, as agent (the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Banks") which are parties to that certain Revolving and Term Credit Agreement, dated as of August 15, 1997 (as amended, restated or modified and in effect from time to time, the "Credit Agreement"), among Carey International, Inc., the Agent and the Banks.

**WHEREAS**, pursuant to the terms of (i) the Credit Agreement, (ii) the Security Agreement and Assignment, dated as of August 15, 1997, between Carey Licensing, Inc. (the "Assignor") and the Agent (the "Security Agreement"), and (iii) the Confirmation of Trademark and Service Mark Security Interest, dated as of August 15, 1997, of the Assignor and recorded with the PTO on or about August 25, 1997 (Trademark Reel 1623 and Frame 0310) (as amended and supplemented from time to time, the "Confirmation of Trademark"), each for the purpose of securing certain obligations of the Assignor to the Agent, on behalf of itself and the Banks;

**WHEREAS**, pursuant to the Credit Agreement, the Security Agreement and the Confirmation of Trademark, the Assignor granted to the Agent, for the benefit of the Banks, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Exhibit A attached hereto) (such trademarks referred to herein as the "Named Trademarks"); and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Assignor hereby agree as follows:


1. **Release and Assignment**. The Agent hereby terminates and releases its security interest in and first priority lien on all of the Assignor's Named Trademarks, and the Agent hereby assigns and transfers to the Assignor, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance**. The Assignor hereby acknowledges and accepts the foregoing release and assignment by the Agent.

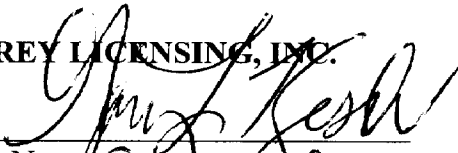
3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Agent and the Assignor have executed this Release, to take effect as of the date first set forth above.

FLEET NATIONAL BANK (successor by merger to  
Fleet Bank, N.A.),  
as Agent

By:   
Name: CHRISTINA J. COVELLO  
Title: VICE PRESIDENT

Accepted:

CAREY LICENSING, INC.  
By:   
Name: GUY D. KESSLER  
Title: VICE PRESIDENT & SECRETARY

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK )  
 )ss.  
COUNTY OF NEW YORK )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 15<sup>TH</sup> day of September, 2000, personally appeared CHRISTIAN J. COVELLO to me known personally, and who, being by me duly sworn, deposes and says that ~~she~~ he is a VICE PRES. of **FLEET NATIONAL BANK** (successor by merger to Fleet Bank, N.A.) and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said officer and the free act and deed of said bank.

Josephine Nappi  
Notary Public  
My Commission Expires: 11/31/02

**JOSEPHINE NAPPI**  
Notary Public, State of New York  
No. 41-4791883  
Qualified In Queens County  
Commission Expires Jan. 31, 2002

CERTIFICATE OF ACKNOWLEDGMENT

DISTRICT OF COLUMBIA  
~~STATE OF~~ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

~~September~~ October Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of ~~September~~, 2000, personally appeared Gary L. Kessler to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President Sec'y of **CAREY LICENSING, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said officer and the free act and deed of said corporation.

Michele B. DeMartino  
Notary Public  
My Commission Expires: 8/31/03

**EXHIBIT A**

Trademark	Registration No.	Registration Date
Carey	1,107,533	November 28, 1978
Carey (Stylized)	1,375,117	December 10, 1985