

08-30-2001



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Form PTO-154 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): The Chase Manhattan Bank, as Agent 8-27-01
Individual(s) Association General Partnership Limited Partnership Corporation-State Other a New York banking corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Remington Corporation, L.L.C. Internal Address: Street Address: 60 Main Street City: Bridgeport State: CT Zip: 06604
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Liability Company
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release
Execution Date: August 21, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/053936 B. Trademark Registration No.(s) 1,089,661
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kaye Scholer LLP Internal Address: Attn: Lauren Bernstein, Esq. Street Address: 425 Park Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 124
7. Total fee (37 CFR 3.41): \$3,115.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Johanne Remy Signature Date 8-24-01

Total number of pages including cover sheet, attachments, and document: 9
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/29/2001 TDIAZ1 00000076 75053936 40.00 OP 3075.00 OP

TRADEMARK REEL: 002354 FRAME: 0800

SCHEDULE A
 UNITED STATES
 SCHEDULE OF TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
1 FOR THE ROAD	1,089,661
ADJUST-A-MATIC	1,801,901
AERO SERIES	1,909,255 ✓
AQUA CURL	1,928,731
BEAUTY LIGHTS	1,656,282
BENDERS	1,408,309 ✓
BIG 'N BOUNCY	1,928,733
BODY BUILDER	1,649,304
CARE SETTER	1,502,859 ✓
CRAZY BABY	1,080,861
CRAZY BRUSH	1,217,349 ✓
CRAZY COMB	1,092,339
CRAZY TWIRL	1,225,820 ✓
DRY GUY	1,089,134
FILE MAGIC	1,571,591
FUZZ-AWAY	1,528,301 ✓
HOT STUFF	1,079,328
HYGIENIC CLIPPER	1,565,523 ✓
I LIKED IT SO MUCH I BOUGHT THE COMPANY	1,391,147 ✓
IF YOU CAN GROW IT WE CAN SHAVE IT	1,881,181
LADY REMINGTON	1,308,668 ✓
LADY REMINGTON	1,531,675 ✓
LADY REMINGTON	1,609,568 ✓
LADY REMINGTON	1,940,739 ✓
LEKTRO	1,428,064 ✓
LEKTRO	1,543,298 ✓
LEKTRO BLADE	902,557
LEKTRON	441,201 ✓
LITTLE GUY	1,171,115
LITTLE TWIRL	1,238,141 ✓
LOCK N' ROLL	1,658,608
MICRO SCREEN	1,357,665 ✓
MICRO SCREEN ELITE	1,817,353
MICROSHARP	1,521,571 ✓
MUSCLE MINDER	1,405,655 ✓
NU POWER	1,960,731
POLISH AWAY	1,854,388 ✓
RAND	375,203
REMINGTON	1,009,949
REMINGTON	1,091,858

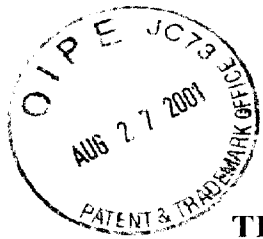


<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
REMINGTON	1,156,146
REMINGTON	1,331,759
REMINGTON	1,472,924
REMINGTON	1,478,550
REMINGTON	1,480,838
REMINGTON	1,532,739
REMINGTON	1,546,845
REMINGTON	1,692,468
REMINGTON	1,717,587
REMINGTON	1,734,704
REMINGTON	1,769,233
REMINGTON	1,967,474
REMINGTON	1,967,481
REMINGTON	15,960
REMINGTON	372,586
REMINGTON	374,758
REMINGTON	416,818
REMINGTON	752,672
REMINGTON	761,721
REMINGTON	986,980
REMINGTON	989,674
REMINGTON	988,280
REMINGTON	999,410
REMINGTON	1,919,072
REMINGTON	1,907,828
REMINGTON	1,939,020
REMINGTON RAND	1,163,691
REMINGTON RAND	1,796,257
REMINGTON SHAVERS & KNIVES	1,551,381 ✓
REMRO	1,502,526 ✓
REMROCK	1,394,604 ✓
REVERSE A BELT	1,309,080 ✓
SAFE-T	1,537,945 ✓
SALON EFFECTS	1,309,938
SALON EFFECTS	1,893,584
SALON POWER	1,729,166
SELECTRO	838,328 ✓
SELEKTRONIC	849,758 ✓
SHAVER SAVER	1,505,516 ✓
SHAVES AS CLOSE AS A BLADE OR YOUR MONEY BACK	1,375,509 ✓
SLENDER TWIRL	1,623,434
SLIMLINES	1,760,621 ✓
SMOOTH & SHAPELY	1,566,777



<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SMOOTH & SILKY	1,493,914 ✓
SOFT-FLOW	1,909,256
SON OF A GUN	1,016,788 ✓
SOUNDMATE	1,836,610 ✓
STEAM AWAY	1,971,840
STYLE SETTER	1,396,535 ✓
STYLE SETTER & DESIGN	1,361,607 ✓
SUPER MESH	1,369,827 ✓
SWING SETTER	1,769,195
SWORDS OF THE WORLD	1,412,064 ✓
THE FOOT FIXER	1,078,819
THE NAIL WORKS	1,075,410
THE POWER TO MAKE...	1,228,377 ✓
THE RIGHT ANGLE	1,468,831 ✓
THERMA-LOOP	1,619,654
TIME SAVER	1,377,049 ✓
TIME SAVER & DESIGN	1,377,050 ✓
TIMEKEEPER	1,652,280
TIMEWAVE	1,316,762 ✓
TOUCH UP	1,307,707 ✓
TRAVEL PLUS WITH LOGO	1,598,236
TRIPLE ACTION	1,488,188 ✓
TRUE TO LIGHT	871,682 ✓
ULTIMATE	1,439,000 ✓
ULTRA QUARTZ	1,634,779
VIC VAC	1,428,404 ✓
VOLUME MAXIMIZER	1,968,920
XLR	1,437,773 ✓

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>
CURL KINDNESS	75/053936
CURLS PLUS	75/079063
EURO PERFORMER	74/524189
HEAT GUIDES	75/079074
REMINGTON	75/079064
REMINGTON	74/509840
REMINGTON	74/653652
REMINGTON EXPRESS SET	74/477057
REMINGTON RAND	74/509841
REMINGTON THE GROOMING COMPANY	75/079065
SMART SETTER	74/595084
THE REMINGTON STORE	75/046943
VISIBLE HEAT	74/620225



**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS
(UNITED STATES)**

TERMINATION AND RELEASE dated as of August 27, 2001 from The Chase Manhattan Bank, a New York banking corporation (as successor to Chemical Bank), as administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Remington Corporation L.L.C., a Delaware Limited Liability Company (the "Company").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of May 23, 1996, made by the Company in favor of the Agent, a security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of May 23, 1996, among the Company and the Agent (the "Conditional Assignment"), the Company, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent for the benefit of the Lenders specifically in certain Trademark Collateral; and

WHEREAS, the Conditional Assignment was recorded in the Trademark Division of the United States Patent & Trademark Office on June 5, 1996, at Reel 1505, Frame 0040; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Conditional Assignment.
2. Release of Security Interest: The Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.



IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.


THE CHASE MANHATTAN BANK,
as administrative agent

By: Kathryn Duncan
Name: Kathryn A. Duncan
Title: Vice President

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 22nd day of August, 2001, before me personally appeared
KATHRYN A DUNN to me known who, being by me duly sworn, did depose and say that
he/she is VICE PRESIDENT of The Chase Manhattan Bank, described herein and which
executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the
authority granted by The Chase Manhattan Bank.



Notary Public

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-4638331
Qualified in New York County
Commission Expires June 30, 2002

(Affix Seal Below)