

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):
Fleet Capital Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Earl's Supply Company
Internal
Address: _____
Street Address: 189 West Victoria Street
City: Long Beach State: CA Zip: 90805

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: 07/31/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/110574

B. Trademark Registration No.(s) 1293499 1295677
1723592 1295676 1297124 2471006

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Douglas L. Hendricks
 Internal Address: Morrison & Foerster LLP

 Street Address: 425 Market Street

 City: San Francisco State: CA Zip: 94105-2482


6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-1952 (Ref. 51270/16)

DO NOT USE THIS SPACE

9. Signature.

Douglas L. Hendricks  8/26/02
 Name of Person Signing Signature Date

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

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

Continuation of Item 4

1706754
1293522
1293498
1726992
2112989
2166442
2239401
1295993
2490552
1163395
1152113
1152114
2082499

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of July 31, 2002, executed by Fleet Capital Corporation ("Secured Party") releasing all security interests of Secured Party in the Encumbered Trademarks/Licenses (as defined below) owned by Earl's Supply Company ("Debtor").

RECITALS

WHEREAS, Debtor granted Secured Party a security interest (the "Security Interest") in the Encumbered Trademarks/Licenses (as defined below) pursuant to that Trademark and License Security Agreement dated as of December 29, 2000 (the "Security Agreement"), recorded in the United States Patent and Trademark Office on March 21, 2001 at Reel/Frame No. 002263/0687;

WHEREAS, the Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Encumbered Trademarks/Licenses. "Encumbered Trademarks/Licenses" shall mean the Trademarks (as defined in the Security Agreement), all goodwill connected with and symbolized by such Trademarks, and the Licenses (as defined in the Security Agreement). The Encumbered Trademarks/Licenses shall include, without limitation, the property listed on Schedule A attached hereto and incorporated by reference herein.

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Encumbered Trademarks/Licenses, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Trademarks/Licenses, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Trademarks/Licenses or any one of them, and the right to sue for and collect the same.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

Fleet Capital Corporation

By: Edward M. Bartkowski

Name: Edward M. Bartkowski

Title: SVP

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)






On July 31, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Edward M. Bartkowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Kelly Ehrhart
My commission expires on 3/26/06



SCHEDULE A

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Reel/Frame
SOLO-BLEED	United States	75/620,407	01/13/99	ABANDONED		2263/0687
U-SPEC-IT	United States	75/620,408	01/13/99	ABANDONED		2263/0687
EARL'S	United States	73/436,904	07/29/83	1,293,499	09/04/84	2263/0687
EARL'S	United States	73/436,906	07/29/83	1,295,677	09/18/84	2263/0687
EARL'S	United States	74/129,580	01/11/91	1,723,592	10/13/92	2263/0687
EARL'S and Design 	United States	73/436,905	07/29/83	1,295,676	09/18/84	2263/0687
EARL'S and Design 	United States	73/436,753	07/29/83	1,297,124	09/18/84	2263/0687
EARL'S and Design 	United States	75/779,143	08/19/99	2,471,006	07/24/01	2263/0687
EARL'S and Design 	United States	74/136,085	02/04/91	1,706,754	08/11/92	2263/0687
EARL'S PERFORMANCE PRODUCTS	United States	73/439,174	08/15/83	1,293,522	09/04/84	2263/0687
EARL'S SUPPLY	United States	73/436,873	07/29/83	1,293,498	09/04/84	2263/0687
EPP	United States	74/143,305	02/28/91	1,726,992	10/27/92	2263/0687
HYPERFIRM	United States	75/097,305	05/01/96	2,112,989	11/11/97	2263/0687
HYPERGRIP	United States	75/162,586	09/09/96	2,166,442	06/16/98	2263/0687
HYPER-STOP	United States	75/224,537	01/13/97	2,239,401	04/13/99	2263/0687
Miscellaneous Design 	United States	73/441,997	09/01/83	1,295,993	09/18/84	2263/0687
SOLO-BLEED	United States	76/110,429	08/16/00	2,490,552	09/18/01	2263/0687
U-SPEC-IT	United States	76/110,574	08/16/00			2263/0687
ECONO-FIT	United States	73/206,304	03/06/79	1,163,395	08/04/81	2263/0687
ECONO-MATE	United States	73/206,305	03/06/79	1,152,113	04/28/81	2263/0687

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Reel/Frame
ECONO-SET	United States	73/206,306	03/06/79	1,152,114	04/28/81	2263/0687
HYPERTEMP	United States	75/095,229	04/25/96	2,082,499	07/22/97	2263/0687