

04-02-2004



102674138

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

1. Name of conveying party(ies):

Bank of America N.A., as Agent

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: 3/31/04

2. Name and address of receiving party(ies)

Name: Answer Products, Inc.

Internal  
Address: \_\_\_\_\_

Street Address: 28209 Avenue Stanford

City: Valencia State: CA Zip: 91355

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State CA
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_  
See Attached Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_  
See Attached Schedule A

Additional number(s) attached  Yes  No

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

Name: Kristin Brozovic

Internal Address: \_\_\_\_\_

Street Address: Latham & Watkins Illinois LLC

233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: \_\_\_\_\_

34

7. Total fee (37 CFR 3.41).....\$ 865.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic

Name of Person Signing

*Kristin Brozovic*  
Signature

4/1/04

Date

6

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

04/05/2004 ECOOPER 00000020 1349539

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

01 FC:0521  
02 FC:0522  
03 FC:0523

40.00 OP  
825.00 OP  
120.00 OP

TRADEMARK  
REEL: 002823 FRAME: 0768

SCHEDULE A  
TO  
RELEASE OF TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/ FILING DATE
ANSWER	1349539	7/16/85
MENU MANAGEMENT SYSTEM	1740944	12/22/92
MANITOU	1764635	4/13/93
PRO TAPER	1740563	12/15/92
HYPERLITE	1768572	5/4/93
HYPER ENDS	1832122	4/19/94
ANSWER	1868002	12/20/94
THE FANG TIRE	1955407	2/6/96
POSI-LINK	2034375	1/28/97
MACH 5	2103516	10/7/97
A-1	1226585	2/8/83
TECHNOID	2177547	1/28/98
ACCU-TRAX	75235159	2/3/97
SPYDER	75241393	2/13/97
XVERT	2243334	5/4/99
TWIN PISTON CHAMBER	2181639	8/11/98
TPC	2269754	8/10/99
STROKER	2186054	9/1/98
PRO TAPER	2277577	9/14/99
PREP M	2327368	3/7/00
ALUMILITE	75586111	11/10/98
MICROLUBE	2321020	2/22/00
LOK-OUT	2390410	9/26/00
MRD	2394239	10/10/00
UNIDISC	75636457	2/8/99
MARS	75728809	6/9/99
GRUDGE	2456211	5/29/01
DUELLER	2449981	5/8/01
MASHER	2425858	1/30/01
IMPACT	75803531	9/20/99
ORBIT	76020203	4/6/00
DORADO	2772034	10/7/03
TALVERA	76096631	7/26/00
GOBRICANT	75664035	

## RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of March 31, 2004 by Bank of America, N.A., as Agent ("Bank of America").

WHEREAS, Bank of America and Answer Products, Inc., a California corporation, ("Borrower"), entered into that certain Trademark Agreement, dated as of February 15, 2001 (the "Trademark Agreement");

WHEREAS, the Trademark Agreement granted Bank of America a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, as security for certain obligations of Borrower to Bank of America (the "Obligations");

WHEREAS, Bank of America recorded the Trademark Agreement on August 20, 2001 at Reel 002355, Frames 0406-0416 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, subject to that certain Consent to Amended and Restated Credit Agreement among Bank of America and the Loan Parties (as defined therein) signatory thereto dated as of the date hereof (the "Consent"), Borrower has requested that Bank of America release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of America hereby agrees as follows:

Effective upon receipt of the "Paydown Amount" described in the Consent, Bank of America hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Bank of America further agrees, at the sole cost and expense of Borrower, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Bank of America has caused this Release of Trademarks to be duly executed as of the day and year first above written.

**BANK OF AMERICA, N.A., AS AGENT**

By: Debra A. Rathberger  
Name: Debra A. Rathberger  
Title: Senior Vice President

[Signature Page to Release of Trademarks]

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MARS	75728809	6/9/99
GRUDGE	2456211	5/29/01
DUELLER	2449981	5/8/01
MASHER	2425858	1/30/01
IMPACT	75803531	9/20/99
ORBIT	76020203	4/6/00
DORADO	2772034	10/7/03
BLACK	unregistered	
DAYTONA	unregistered	
TALVERA	76096631	7/26/00
GOOBRICANT	75664035	
	76664035	
SPOILER	Laubscher Case #19172	