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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): 8-27-01
NationsBank N.A.

- ☐ 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: La Costa Products International
Internal Address: _____
Street Address: 2875 Loker Ave. East
City: Carlsbad State: CA Zip: 92008

- ☐ Individual(s) citizenship____
- ☐ Association_____
- ☐ General Partnership_____
- ☐ Limited Partnership _____
- ☒ Corporation-State Delaware
- ☐ 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

08-27-2001
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #34

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other Termination of Security Interests

Execution Date: April 12, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,591,476

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christine E. Baur
Internal Address: Luce, Forward, Hamilton & Scripps LLP

Street Address: 11988 El Camino Real Suite 200
City: San Diego State: CA Zip: 92130

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

- ☒ Enclosed ch. no. 113018
- ☐ 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.

Christine E. Baur — Name of Person Signing
Signature
8/26/01 — Date

Total number of pages including cover sheet, attachments, and document: 4

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

TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION OF SECURITY INTERESTS IN TRADEMARKS ("Termination Agreement") is made and effective April 12, 2001 ("Effective Date") by Bank of America, N.A., a National Banking Association ("Bank of America"), as successor-in-interest to NationsBank, N.A., a National Banking Association ("NationsBank"), with reference to the following facts:

A. Shop the Bay Holding Company ("SBHC"), a Delaware corporation, and successor-in-interest to California Style Inc., a Delaware corporation and La Costa Products International, Inc., a Delaware corporation and NationsBank were parties to a Financing and Security Agreement (the "Loan Agreement") dated April 15, 1998, wherein California Style, Inc., granted security interests in the trademarks identified in Schedule A attached hereto (the "Trademarks"), as collateral security for obligations, indebtedness and liability owed to NationsBank.

B. On April 11, 2001, California Style, Inc. and Bank of America, as successor-in-interest to NationsBank entered into a payoff letter agreement ("Payoff Letter") at which time, all security interests and liens created under the Loan Agreement including the Security Interests originally granted in favor of NationsBank in the Trademarks were released.

C. As is contemplated in the Payoff Letter, Bank of America is acknowledging termination of its security interests in the Trademarks as the successor to NationsBank through this Termination Agreement.

THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt of which is hereby acknowledged, Bank of America agrees as follows:

1. Bank of America hereby terminates and releases all of its security interests in the Trademarks effective as of the Effective Date.

2. Bank of America acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interests in) the Trademarks.

3. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

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TRADEMARK
REEL: 002361 FRAME: 0598

IN WITNESS WHEREOF, the undersigned has caused this Termination of Security Interests in Trademarks to be executed by its duly authorized officer as of the Effective Date.

BANK OF AMERICA, N.A., a National Banking Association, as successor-in-interest to Nations Bank, N.A., a National Banking Association

By: _____

Its: Sr. Vice President

SCHEDULE A
TRADEMARKS

	Mark	Application No.	Registration No.
1.	SPA GEAR	74/176052	1791141
2.	WHATEVER IT TAKES	73/820071	1591476