

03-22-2002

Form PTO-1594

(Rev. 03/01)

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J.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):
 CITY NATIONAL BANK, a national
 banking association
 4275 Executive Square, Suite 750
 La Jolla, CA 92037

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

3.4.02

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release

Execution Date: January 30, 2002

2. Name and address of receiving party(ies)
 Name: THINK OUTSIDE, INC.
 Internal
 Address: _____
 Street Address: 337 So. Cedros, Suite G
 City: Solana Beach State: CA Zip: 92705

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75751257

Additional number(s) attached Yes No

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

Name: CITY NATIONAL BANK

Internal Address: Tobin A. Mills

Legal Department

Street Address: 400 North Roxbury Drive

City: Beverly Hills State: CA Zip: 90210

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

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.

TOBIN A. MILLS
 Name of Person Signing

Tobin A. Mills
 Signature

1/30/02
 Date

Total number of pages including cover sheet, attachments, and document: 3

03/21/2002 GT0M11 00000125 75751257

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

01 FC:481
02 FC:482

40.00 DP
125.00 DP

TRADEMARK
REEL: 002467 FRAME: 0224

SCHEDULE A

UNITED STATES APPLICATIONS FOR TRADEMARK REGISTRATION

<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>
RUNWAY TECH	75/751,257	6/28/99
RUNWAY TECHNOLOGIES	75/738,336	6/28/99
STOWAWAY	75/756,235	7/21/99
THINK OUTSIDE	75/756,219	7/21/99
STOWAWAYPORT- ABLEKEYBOARD	75/766,499	8/2/99
THINK OUTSIDE and design	75/766,498	8/2/99

**RELEASE OF CITY NATIONAL BANK
TO
SECURITY INTEREST IN TRADEMARKS AND ASSOCIATED GOODWILL**

This Release, executed and effective this 30th day of January, 2002, by **CITY NATIONAL BANK**, a national banking association ("CNB") is pursuant to that certain Credit Agreement dated as of February 3, 2001 by and between **THINK OUTSIDE, INC.**, a California corporation ("Think Outside") and CNB.

1. Pursuant to the Credit Agreement, Think Outside executed a Memorandum of Security Interest in Trademarks and Associated Goodwill dated as of February 3, 2001 ("Security Agreement") whereby Think Outside granted CNB, among other things, a security interest in all of Think Outside's right, title and interest in all Trademarks and rights and interests of every kind or nature in Trademarks, whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the applications for Federal trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the goodwill of the business owned by Debtor to which the Trademarks are appurtenant, and (iii) and all actions for past, present and future infringement concerning the foregoing. As used herein, the term "trademark" shall include service marks and trade names.

2. The Security Agreement was recorded on April 6, 2002, with the United States Patent and Trademark Office, Washington, D.C., on Reel # 002062, Frame # 0572, and against the Trademarks listed on Schedule A hereto.

3. The Credit Agreement has been terminated and there being no indebtedness due CNB from Think Outside, Think Outside has requested that CNB release, terminate and relinquish any and all security interest, right, claim and other interest CNB may have in and to those Trademarks under the Security Agreement.

4. **THEREFORE, CNB HEREBY RELEASES**, terminates and relinquishes any and all of its security interest, right, claim and other interest it has pursuant to the Security Agreement, including all Trademarks listed in Schedule A hereto.

IN WITNESS WHEREOF, CNB has caused this Release to be executed by its duly authorized officer as of the date stated above.

CITY NATIONAL BANK, a national
banking association

Dated: 1-30, 2002

By: Tali A. Mills
Tobin A. Mills, Senior Counsel