FORM PTO-1594

(Rev. 03/01)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

UMB NO. 0851-0027 (EXD. 03/31/0x)	<u> </u>
To the Director of the United States Patent and Trademark Office. Please record the	attached original documents or copy thereof.
Name of convoying party(ies):	2. Name and address of receiving party(ies):
Congress Financial Corporation (Southwest)	Name: Ashford.com, Inc. Address: 1075 First Avenue
☐ Individual(s) ☐ Association	King of Prussia, PA 19406
General Partnership Limited Partnership	☐ Individual(s) citizenship ☐ Association ☐ General Partnership
☑ Corporation – Texas	Limited Partnership
☐ Other	☐ Other
Additional name(s) of conveying party(ies) attached?   Yes  No	If assignce is not domiciled in the United States, a domestic representative designation is attached \( \subseteq \text{Yes} \square \square \text{No} \)
3. Nature of Conveyance:	(Designations must be a separate document from Assignment)
☐ Assignment ☐ Merger	Additional name(s) & address(es) attached?   Yes  No
Security Agreement Change of Name	
∑ Other Release of Security Interest Recorded January 4, 2001 at Reel	
2211, Frame 813	Anni
Execution Date: March 15, 2002	Pl-12
Application number(s) or registration number(s):	I wise hisbase teix
A. Trademark Application No.(s)	Please prepare forx
75/806,672 A & Design	fax to 7033065995
	Chris
Additional numbers a  5. Name and address of party to whom correspondence concerning document	<u>Гhree (3)</u>
should be mailed.	
Christopher I. Donahuc OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C. Attorneys at Law	
1940 Duke Street Alexandria, Virginia 22314	1 80 4 444-4
OSMMN Ref: 233500US-10730-13-SD	Deposit account number: 50-2014  (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature.	
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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.	
Christopher I. Donahue Name of Person Signing Sig	March 17, 2004  mature Date
Total number of pages, including cover sheet, attachments, and document: Three (3)	
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Mail documents to be recorded with required cover sheet information to:

Director of the United States Patent and Trademark Office Mail Stop Assignment Recordation Services Alexandria, Virginia 22313

## RELEASE OF SECURITY INTEREST (Trademark)

THIS RELEASE OF SECURITY INTEREST is made as of March 5, 2002 by Congress Financial Corporation (Southwest) ("Lender").

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of September 18, 2000 (the "Loan Agreement"), by and among Lender and Ashford.com, Inc., Ashford Buying Company, Ashford Corporate Gifts, Inc. and Ashford-Jasmin Fragrance Corporation (collectively, the "Grantors"), pursuant to which Lender was granted a security interest in certain collateral of Grantors;

WHEREAS, reference is made to that certain Trademark Security Interest Agreement, dated as of September 18, 2000 (the "Trademark Security Agreement"), executed by Ashford.com, Inc. in favor of Lender, which was recorded with the United States Patent and Trademark Office at Reel/Frame 002211/0813 on January 4, 2001;

WHEREAS, pursuant to the terms of a payoff letter, dated as of March \_\_\_, 2002, from Lender to Grantors, Grantors have paid in full the indebtedness outstanding pursuant to the Loan Agreement; and

WHEREAS, Lender desires to release its lien on any Trademark Collateral (as defined in the Trademark Security Agreement) of Grantors that it holds pursuant to the Loan Agreement and/or the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lender hereby agrees to the following:

- Lender hereby terminates and releases its security interests in the Trademark
  Collateral as more specifically identified on Schedule I and Schedule II to this
  Release of Security Interest, which security interests shall be of no further force or
  effect.
- 2. Lender hereby authorizes Grantors to, at their sole expense, record a copy of this Release with the United States Patent and Trademark Office.
- 3. At the request of Grantor, at Grantor's sole expense, Lender agrees to deliver to Grantor such other documents and instruments as may be reasonably necessary to effect or evidence more fully the matters covered by this Release of Security Interest.
- All Fccs and Expenses relating to the above recordation and filling will be paid for by the Grantors.

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Release of Security Interest (TM) 009090.168; 190044.2

TRADEMARK REEL: 002814 FRAME: 0242

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest as of the date first written above.

> CONGRESS FINANCIAL CORPORATION (SOMEWEST)

Name: Title:

**TRADEMARK** REEL: 002814 FRAME: 0243

**RECORDED: 03/17/2004**