

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded January 4, 2001 at Reel 2211, Frame 813

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Congress Financial Corporation (Southwest)		03/15/2002	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Ashford.com, Inc.
Street Address:	1075 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2469836	AS
Registration Number:	2454068	A

CORRESPONDENCE DATA

Fax Number: (703)413-2220
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-413-6902
 Email: tmdocket@oblon.com
 Correspondent Name: Oblon Spivak McClelland Maier & Neustadt
 Address Line 1: 1940 Duke Street
 Address Line 2: 233500US-10730-13-SD
 Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	233500US-10730-13-SD
NAME OF SUBMITTER:	Christopher Donahue

Total Attachments: 2

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**TRADEMARK
 REEL: 002815 FRAME: 0730**

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**RELEASE OF SECURITY INTEREST
(Trademark)**

THIS RELEASE OF SECURITY INTEREST is made as of March 15, 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:

1. 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.
4. All Fees and Expenses relating to the above recordation and filing will be paid for by the Grantors.

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

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

By: Kenneth Sepp
Name: Kenneth Sepp
Title: VP

Release of Security Interest (TM)
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