

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination of Security Interests
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Provident Bank		05/13/2004	Banking Corporation: OHIO

RECEIVING PARTY DATA	
Name:	The Last Best Place Limited Partnership
Street Address:	7817 Cooper Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45242
Entity Type:	LIMITED PARTNERSHIP: OHIO
Name:	Monterey Bay Clothing Company, LLC
Street Address:	5823 Newton Drive
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1845246	LAST BEST PLACE CATALOG
Registration Number:	1879361	THE LAST BEST PLACE CATALOG COMPANY

CORRESPONDENCE DATA	
Fax Number:	(619)645-5380
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	khoffman@luce.com
Correspondent Name:	Katherine M. Hoffman
Address Line 1:	600 West Broadway Suite 2600
Address Line 4:	San Diego, CALIFORNIA 92101

OP \$65.00 1845246

ATTORNEY DOCKET NUMBER:

29254-3

NAME OF SUBMITTER:

Katherine M. Hoffman

**Total Attachments: 3**

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## STATEMENT OF TERMINATION OF SECURITY INTERESTS

THIS STATEMENT OF TERMINATION OF SECURITY INTERESTS ("Statement of Termination") is made and effective May 13, 2004 ("Effective Date") by The Provident Bank, an Ohio banking corporation ("Provident") with reference to the following facts:

A. The Last Best Place Limited Partnership, an Ohio limited partnership ("Debtor"), and Provident were parties to a loan agreement ("Loan Agreement") dated as of July 31, 1996, whereby Provident loaned funds to Debtor and Debtor granted to Provident a security interest in the service marks identified in Schedule A attached hereto ("Trademarks") pursuant to such Loan Agreement.

B. Debtor and Provident are parties to a Nunc Pro Tunc Collateral Assignment for Purposes of Granting a Security Interest (the "Security Agreement"), dated February 19, 2002, wherein Debtor assigned to Provident all of its rights, title and interest in and to the Trademarks as collateral for the security interest granted pursuant to the Loan Agreement.

C. The Security Agreement was recorded with the U.S. Patent and Trademark Office on February 28, 2002, at Reel and Frame No. 2459/0060.

D. Prior to the Effective Date, Provident, for valuable consideration, transferred to Monterey Bay Clothing Company, LLC ("Monterey") certain assets of the Debtor, including the Trademarks, pursuant to a Bill of Sale in accordance with Provident's rights under the Loan Agreement, Security Agreement and Article 9 of the Uniform Commercial Code which assets had been surrendered to Provident by Debtor pursuant to a Voluntary Release, Surrender and Waiver.

E. Provident wishes to formally terminate its security interests in the Trademarks and all of Provident's rights, title, and interest it may have in the Trademarks through this Statement of Termination.

NOW THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt of which is hereby acknowledged, Provident represents as follows:

1. Provident hereby terminates and releases all of its security interests in the Trademarks including all rights, title and interest Provident has in and to the Trademarks pursuant to the Loan Agreement and Security Agreement, as of the Effective Date.

2. Provident acknowledges, agrees and confirms that it does not have any further rights, title or interest in or to the Trademarks or any other asset of Debtor and that it transferred its interest in the Trademarks to Monterey pursuant to the Bill of Sale.

3. Provident hereby agrees to execute any documents and do any other acts as may be reasonably required to further effectuate the termination of its security interests in the Trademarks.

4. This Statement of Termination shall be construed and enforced in accordance with the laws of the State of California.

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

The Provident Bank  
an Ohio banking corporation

By: *Bradley J. Ringwald*  
Name: *Bradley J. Ringwald*  
Title: *Vice President*

**SCHEDULE A  
TRADEMARKS**

<u>MARK</u>	<u>JURISDICTION</u>	<u>REGISTRATION NO.</u>
LAST BEST PLACE CATALOG	United States	1,845,246
THE LAST BEST PLACE CATALOG COMPANY (and design)	United States	1,879,361
THE LAST BEST PLACE CATALOG COMPANY (and design)	Montana	17603-144(30)
LAST BEST PLACE CATALOG COMPANY	Montana	17602-144(29)