

12/22/03

12-30-2003



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RECORDATION
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DEPARTMENT OF COMMERCE
Patent and Trademark Office
Attorney Docket No. 0088953

To the Assistant Commissioner for Patents: Please record the attached original document or copy thereof.

1. A. Name of conveying party:
Allegiance Capital Limited Partnership
 Individuals Association
 General Partnership Limited Partnership
 Corporation-State Public Limited Company
 Other
B. Additional name(s) of conveying party(ies) attached?
 Yes No

2. A. Name and address of receiving party:
180s, Inc.
720 South Montford Avenue
Baltimore, Maryland 21224
B. Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Public Limited Company
 Other:
C. If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be a separate document from Assignment)
D. Additional name(s) & address(es) attached?
 Yes No

FINANCE SECTION

DEC 22 11 53

OFFICE OF PATENT AND TRADEMARK RECORDATION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest
Execution Date: December 10, 2003

C. If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be a separate document from Assignment)
D. Additional name(s) & address(es) attached?
 Yes No

4. A. Trademark Application No.(s) 78/249,797; 76/280,409; 76/975,626
B. Trademark Registration No.(s) 2,602,231; 2,378,686
C. Additional numbers attached? Yes No

B. Trademark Registration No.(s) 2,602,231; 2,378,686
C. Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter A. Shaddock II
Address: **Kaufman & Canoles**
150 West Main Street
P.O. Box 3037
Norfolk, Virginia 23514

6. Total number of applications and registrations involved: 5

7. A. Total fee (37 CFR 3.41)..... \$ 140.00
B. Enclosed (Check No. 193962)

8. Credit any overpayment or charge any underpayment to deposit account number 11-0220.

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.
Peter A. Shaddock II
Typed Name of Person Signing
[Signature] 12/22/03
Signature Date
Reg. No. 44,331
Total number of pages including cover sheet, attachments, and document: 11

12/29/2003 LINDSEY 0000199 7624977
40.00 DP
100.00 DP
01 FC:4521
02 FC:4522

RELEASE OF SECURITY INTEREST

WHEREAS, 180s, Inc. (formerly Gray Matter Holdings, LLC), a Delaware corporation, having its principal place of business at 720 South Montford Avenue, Baltimore, Maryland 21224 (hereinafter referred to as "Pledgor"), is the owner of the Patents and Patent Applications listed in Exhibit A attached hereto, the inventions claimed therein for the United States of America and all countries foreign thereto, and in and to any and all Letters Patent issued for said inventions in any and all countries foreign thereto, and any and all continuations, divisions, reissues, or extensions of any such Letters Patent (collectively, the "Patent Collateral");

AND WHEREAS, Allegiance Capital Limited Partnership, having its principal place of business at 2000 West 41st Street, Baltimore, Maryland 21211 (hereinafter referred to as "Lender"), acquired from Pledgor a security interest in and to, among other things, the Patent Collateral, such security interest having been secured by way of (i) a first "Security Agreement" dated April 13, 2001, which was recorded in the U.S. Patent and Trademark Office on May 3, 2001 at Reel 002285, Frames 0552-0561 (the "First Security Agreement"), and (ii) a second "Security Agreement" dated March 26, 2002, which was recorded in the U.S. Patent and Trademark Office on April 10, 2002 at Reel 013036, Frames 0508-0520 (the "Second Security Agreement");

AND WHEREAS, Pledgor is the owner of the United States Trademark Registrations listed in Exhibit B attached hereto; and of the trademarks shown in said registrations, and of the goodwill of the business symbolized by said marks (collectively, the "Trademark Collateral");

AND WHEREAS, Lender acquired from Pledgor a security interest in and to, among other things, the Trademark Collateral, such security interest having been secured by way of the First Security Agreement and the Second Security Agreement;

AND WHEREAS, Lender has agreed to release its security interest in and to the Patent Collateral and the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration, Lender does pursuant to this agreement (the "Agreement") hereby and forever release the security interests previously granted and transferred unto Lender from Pledgor in and to:

(a) the said Patents and Patent Applications listed in Exhibit A attached hereto, the inventions claimed therein for the United States of America and all countries foreign thereto;


(b) any and all Letters Patent issued for said inventions in any and all countries foreign thereto, and any and all continuations, divisions, reissues, or extensions of any such Letters Patent; and

(c) the said United States trademark registrations listed in Exhibit B, and the trademarks shown in the said registrations, and the goodwill of the business symbolized by said marks, and any right Lender may have had to conduct business under said trademarks.

The Pledgor ratifies and confirms all of its liabilities and obligations under the First Security Agreement and Second Security Agreement and agrees that, except as expressly modified in this Agreement, the First Security Agreement and the Second Security Agreement continue in full force and effect as set forth specifically therein. The Pledgor and the Lender agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the First Security Agreement and the Second Security and shall not constitute a novation as to the obligations of the Pledgor under the First Security Agreement and the Second Security Agreement.

Done this 16th day of December, 2003

ALLEGIANCE CAPITAL LIMITED PARTNERSHIP
By: Allegiance Capital Management Corporation

By: 
Name: W. Gary Dorsch
Title: President

180s, INC.

By: _____
Name: _____
Title: _____

(b) any and all Letters Patent issued for said inventions in any and all countries foreign thereto, and any and all continuations, divisions, reissues, or extensions of any such Letters Patent; and

(c) the said United States trademark registrations listed in Exhibit B, and the trademarks shown in the said registrations, and the goodwill of the business symbolized by said marks, and any right Lender may have had to conduct business under said trademarks.

The Pledgor ratifies and confirms all of its liabilities and obligations under the First Security Agreement and Second Security Agreement and agrees that, except as expressly modified in this Agreement, the First Security Agreement and the Second Security Agreement continue in full force and effect as set forth specifically therein. The Pledgor and the Lender agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the First Security Agreement and the Second Security and shall not constitute a novation as to the obligations of the Pledgor under the First Security Agreement and the Second Security Agreement.

Done this 10th day of December, 2003

ALLEGIANCE CAPITAL LIMITED PARTNERSHIP

By: _____
Name: _____
Title: _____

180s, INC


By: 
Name: Timothy A. Hodges Jr
Title: Secretary

Exhibit A

Patents and Patent Applications

Country	Application No. Filing Date Patent No. Issue Date	Title
U.S.	09/229,966 January 14, 1999	Collapsible Frame
U.S.	09/229,968 January 14, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes
U.S.	09/533,963 August 15, 2000 U.S. Pat. 6,343,391 B1 February 5, 2002	Towel-Mat with a Frame Member and Removably Attached Membranes
U.S.	29/137,269 February 6, 2001 U.S. Pat. D449,193 S October 16, 2001	Mat with Pillow
U.S.	29/136,638 February 6, 2001	Mat with Pillow and Body Portion
U.S.	29/136,636 February 6, 2001 U.S. Pat. D447,661 S September 11, 2001	Mat with Inflatable Pillow
U.S.	09/390,317 September 7, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes
U.S.	29/105,623 May 27, 1999 U.S. Pat. D426,415 June 13, 2000	Towel with Pillow
U.S.	29/143,346 June 13, 2001 U.S. Pat. D459,934 S July 9, 2002	Mat with Pillow and Body Portion
U.S.	29/146,610 August 14, 2001 U.S. Pat. D463,700 S October 1, 2002	Collapsible Mat with Pillow Portion and Body Portion
U.S.	10/043,279 January 14, 2002 U.S. Pat. 6,634,040 B2 October 21, 2003	Towel-Mat with a Frame Member and Removably Attached Membranes
U.S.	10/635,454 August 7, 2003	Towel-Mat with a Frame Member and Removably Attached Membranes

Exhibit A

Patents and Patent Applications

Country	Application No. Filing Date Patent No. Issue Date	Title
Bahamas	1202 January 14, 2000 Bahamas Pat. 1202 January 14, 2000	Towel-Mat with a Frame Member and Removably Attached Membranes
U.S.	09/081,134 May 19, 1998 U.S. Pat. 6,170,100 B1 January 9, 2001	Self Opening Towel
PCT	PCT/US99/05733 March 16, 1999	Towel-Mat with a Frame Member and Removably Attached Membranes
Europe	EP 99913905.8 December 8, 2000 EP Pat. 1079718 July 9, 2003	Self Opening Towel
Germany	29924057 March 16, 1999 29924057 September 27, 2001	Self Opening Towel
Japan	2000-549123 November 20, 2000	Towel-Mat with a Frame Member and Removably Attached Membranes
U.S.	09/797,948 March 5, 2001	Collapsible Support and Methods of Using the Same
Australia	2002254119 September 1, 2003	Collapsible Support and Methods of Using the Same
Canada	TBD September 3, 2003	Collapsible Support and Methods of Using the Same
Europe	02723334.5 September 4, 2003	Collapsible Support and Methods of Using the Same
PCT	PCT/US02/06695 March 5, 2002	Collapsible Support and Methods of Using the Same
U.S.	10/233,784 September 4, 2002	Collapsible Support and Methods of Using the Same
U.S.	10/367,796 February 19, 2003	Collapsible Support and Methods of Using the Same
PCT	PCT/US03/27441 September 4, 2003	Collapsible Support and Methods of Using the Same

Exhibit A

Patents and Patent Applications

Country	Application No. Filing Date Patent No. Issue Date	Title
U.S.	09/764,059 January 19, 2001 U.S. Pat. 6,595,227 B2 July 22, 2003	Self-Opening Shades and Methods of Using the Same
U.S.	10/621,582 July 18, 2003	Self-Opening Enclosure
U.S.	09/632,946 August 4, 2000 U.S. Pat. 6,478,038 B1 November 12, 2002	Collapsible Shade for a Towel Mat
Australia	2001278202 January 31, 2003	Collapsible Shade for a Mat
Brazil	PI0112938-4 January 31, 2003	Collapsible Shade for a Mat
Europe	01956175.2 February 2, 2003	Collapsible Shade for a Mat
PCT	PCT/US01/41556 August 3, 2001	Collapsible Shade for a Mat
U.S.	60/238,988 October 10, 2000	Collapsible Floatation Device
U.S.	09/772,739 January 30, 2001 U.S. Pat. 6,485,344 B2 November 26, 2002	Collapsible Floatation Device
U.S.	10/295,906 November 18, 2002	Collapsible Floatation Device
PCT	PCT/US01/42596 October 10, 2001	Collapsible Floatation Device
Australia	2002213464 April 28, 2003	Collapsible Floatation Device
Brazil	PI0114533-9 April 9, 2003	Collapsible Floatation Device
Canada	2,425,348 April 8, 2003	Collapsible Floatation Device
China	01819143.6 May 12, 2003	Collapsible Floatation Device

Exhibit A

Patents and Patent Applications

Country	Application No. Filing Date Patent No. Issue Date	Title
Germany	20121733.3 January 27, 2003 20121733.3 April 17, 2003	Collapsible Floatation Device
Europe	01981847.5 May 5, 2003	Collapsible Floatation Device
Japan	2002-534140 April 10, 2003	Collapsible Floatation Device
Korea	10-2003-7005072 April 10, 2003	Collapsible Floatation Device
Mexico	PA/a/2003/002949 April 3, 2003	Collapsible Floatation Device
U.S.	09/907,442 July 18, 2001 U.S. Pat. 6,519,793 B2 February 18, 2003	Collapsible Mat with Removable Portion and Method of Making Same
PCT	PCT/US02/22686 July 17, 2002	Collapsible Mat with Removable Portion and Method of Making Same
U.S.	29/148,164 September 17, 2001 U.S. Pat. D458,792 S June 18, 2002	Mat with Body Portion
Int'l Registration	DM/059,756 January 16, 2002 DM/059,756 January 16, 2002	Mat with Body Portion
U.S.	10/358,303 February 5, 2003	Mat with Body Portion
U.S.	29/148,142 September 17, 2001 U.S. Pat. D459,135 S June 25, 2002	Mat with Pillow Portion and Body Portion
Germany	40202562.8 March 18, 2002 40202562.8 June 3, 2002	Mat with Body Portion

Exhibit A

Patents and Patent Applications


Country	Application No. Filing Date Patent No. Issue Date	Title
U.S.	29/094,618 October 6, 1998 U.S. Pat. D425,357 May 23, 2000	Seat Liner
U.S.	10/368,492 February 21, 2003	Valve for Inflatable Article
U.S.	10/414,496 April 16, 2003	Support and Method of Using the Same
U.S.	10/370,082 February 21, 2003	Collapsible Floatation Device Having Support Member
U.S.	10/029,421 December 21, 2001 U.S. Pat. 6,644,475 B2 November 11, 2003	Multi-Purpose Bag

Exhibit B**Trademarks and Trademark Applications**

Trademark	Country / Classes	Application No. Filing Date Registration No. Registration Date	Status
AIRGONOMIC DAY BAG	U.S.		Proposed
CELSYUS	Australia (Class 24)	863325 January 17, 2001 863325 January 17, 2001	Registered
CELSYUS	Canada (Class 24)	1089610 January 17, 2001 TMA579105 April 7, 2003	Registered
CELSYUS	European Community (Class 24)	2043313 March 30, 2000	Abandoned
CELSYUS	Japan (Class 24)	20012649 January 17, 2001	Abandoned
CELSYUS	U.S. (Class 24)	76/089,460 July 17, 2000 2,602,231 July 30, 2002	Registered
KELSYUS	European Community (Classes 9, 18, 20, 22, 24, 25)	002514271 December 21, 2001 002514271 May 28, 2003	Registered
KELSYUS	Japan (Classes 9, 18, 20, 22, 24, 25)	1118322001 December 14, 2001 4677081 May 30, 2003	Registered
KELSYUS	Korea (Class 28)	40-2003-42365 September 25, 2003	Pending
KELSYUS	U.S. (Class 18)	78/249,797 May 14, 2003	Pending
KELSYUS	U.S. (Classes 9, 18)	76/280,409 July 3, 2001	Published
KELSYUS	U.S. (Classes 20, 22, 24, 25)	76/975,626 July 2, 2001	Published
SNAP 2IT	U.S.	75/593,307 November 23, 1998 2,378,686 August 22, 2000	Registered

Exhibit B

Trademarks and Trademark Applications

Trademark	Country / Classes	Application No. Filing Date Registration No. Registration Date	Status
YOU'RE THERE	U.S.		Common Law
	U.S.		Common Law