

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release by Secured Party
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provident Bank of Maryland		12/10/2004	CORPORATION: MARYLAND
Provident Lease Corp., Inc.		12/10/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	180s, Inc.
Street Address:	701 E. Pratt Street
Internal Address:	Suite 180
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202-3101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	75853294	180 DEGREES
Serial Number:	76338714	180S
Serial Number:	75853292	180S
Serial Number:	75853293	180S
Registration Number:	2143509	ARCTIC 180°S
Registration Number:	2135074	EARGRIPS

CORRESPONDENCE DATA	
Fax Number:	(410)347-9414
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	410-347-8703
Email:	dlynch@wtplaw.com
Correspondent Name:	Dana O. Lynch, Esquire
Address Line 1:	Seven Saint Paul Street
Address Line 4:	Baltimore, MARYLAND 21202

CH \$165.00 75853294

ATTORNEY DOCKET NUMBER:

9630-1

NAME OF SUBMITTER:

Dana O. Lynch, Esquire

Total Attachments: 5

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RELEASE OF SECURITY INTEREST

WHEREAS, 180s, Inc. (formerly Gray Matter Holdings, LLC), a Delaware corporation, having its principal place of business at 701 E. Pratt Street, Suite 180, Baltimore, Maryland 21202-3101 (hereinafter referred to as "Pledgor"), is the owner of the Patents and Patent Applications listed in Exhibit A and in Exhibit B 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;

AND WHEREAS, Provident Bank of Maryland and Provident Lease Corp., Inc., having their principal place of business at 114 East Lexington Street, 5th Floor, Baltimore, Maryland 21202 (collectively hereinafter referred to as "Lender"), acquired from Pledgor a security interest in and to the said Patents and Patent Applications, 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, such security interest having been secured by way of: (a) a "Patent Security Agreement" dated July 5, 2001, which was recorded in the U.S. Patent and Trademark Office on July 25, 2001 at Reel 012002, Frames 0347-0355; and (b) a "Patent Security Agreement" dated May 29, 2002, which was recorded in the U.S. Patent and Trademark Office on June 10, 2002 at Reel 012983, Frame 0317;

AND WHEREAS, Pledgor has satisfied its obligations under the "Patent Security Agreements";

AND WHEREAS, Pledgor is the owner of the United States Trademark Applications and Trademark Registrations listed in Exhibit C attached hereto, and of the trademarks shown in said registrations and said applications, and of the goodwill of the business symbolized by said marks;

AND WHEREAS, Lender acquired from Pledgor a security interest in and to the said United States trademark registrations and applications, and the trademarks shown in said registrations and said applications and the goodwill of the business symbolized by

said marks, such security interest having been secured by way of: (a) a "Trademark Security Agreement" dated July 5, 2001, which was recorded in the U.S. Patent and Trademark Office on July 25, 2001 at Reel 002336, Frames 0977-0985; and (b) a "Trademark Security Agreement" dated May 29, 2002, which was recorded in the U.S. Patent and Trademark Office on June 10, 2002 at Reel 002527, Frame 0062;

AND WHEREAS, Pledgor has satisfied its obligations under the "Trademark Security Agreements";

NOW THEREFORE, in consideration of the satisfaction of the obligations of Pledgor, which is hereby acknowledged by Lender, Lender does hereby and forever release Pledgor from such "Patent Security Agreements" and "Trademark Security Agreements", including but not limited to the security interests previously granted and transferred unto Lender in and to:

(a) the said Patents and Patent Applications, 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;

(c) any such Additional Patents as that term is defined in: (i) Section 3 of the "Patent Security Agreement" between Pledgor and Lender as recorded in the U. S. Patent and Trademark Office at Reel 012002, Frames 0347-0355; and (ii) Section 3 of the "Patent Security Agreement" between Pledgor and Lender as recorded in the U. S. Patent and Trademark Office at Reel 012983, Frame 0317; and

(d) the said United States trademark registrations and applications, and the trademarks shown in the said registrations and applications, and the goodwill of the business symbolized by said marks, and any right Assignee may have had to conduct business under said trademarks.

Done this 10th day of December, 2004.

PROVIDENT BANK OF MARYLAND

By: 

Name: R. Thomas Crawford

Title: Senior Vice President

PROVIDENT LEASE CORP., INC.

By: Ellen B. Fish
Name: Ellen B. Fish
Title: Senior Vice President

TRADEMARK

REEL: 002988 FRAME: 0548

Exhibit C
Trademarks and Trademark Applications

Trademark	Appl. No. Filing Date	Registration No. Registration Date
ARCTIC 180's (and design)	75,161,595 9/6/96	2,143,509 3/10/98
Eargrips	75/167,921 9/18/96	2,135,074 2/3/98
180s	75/853,292 11/19/99	N/A
180's (and design)	75/853,293 11/19/99	N/A
180 Degrees	75/853,294 11/19/99	N/A
180's	76,446,613 9/4/02	2,724,071 6/10/03
Faccia Bella	76/278,136 6/28/01	2,735,360 7/8/03
180s	76/338,714 11/13/01	N/A
Color XPL	76/379,487 3/6/02	2,845,675 5/28/04
Gorgonz	76/446,052 8/30/02	N/A
G (and design)	76/446,189 8/30/02	N/A
G (and design)	76/448,545 9/11/02	N/A
Exhale Heating System	76/448,971 9/11/02	N/A
Gorgonz	76/449,050 9/11/02	N/A
G Gorgonz Performance Work Gear (and design)	76/481,899 1/10/03	N/A
From the Blue	76/976,397 9/11/02	N/A
Dead Space	78/161,584 9/6/02	N/A
FTB	78/200,780 1/7/03	2,890,258 9/28/04
Multizone	78/229,081 3/24/03	N/A
180's (and design)	78/231,690 3/30/03	N/A

Exhibit C
Trademarks and Trademark Applications

Trademark	Appl. No. Filing Date	Registration No. Registration Date
180°s	78/291,574 8/25/03	N/A
180s	78/291,575 8/25/03	N/A
One Eighties	78/291,579 8/25/03	N/A
Push	78/410,973 4/29/04	N/A
0 (and design)	78/411,189 4/30/04	N/A
Exolite	78/493,991 10/4/04	N/A
180s (and design)	78/494,037 10/4/04	N/A