

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	release of security interest
EFFECTIVE DATE:	03/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Witoco Venture Corporation		03/31/2005	CORPORATION: FLORIDA

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: 28

Property Type	Number	Word Mark
Serial Number:	75161595	ARCTIC 180°S
Serial Number:	75167921	EARGRIPS
Serial Number:	75326907	FACCIA
Serial Number:	75326908	FACCIA
Serial Number:	75326909	FACCIA
Serial Number:	75853292	180S
Serial Number:	75853293	180S
Serial Number:	75853294	180 DEGREES
Serial Number:	76278136	FACCIA BELLA
Serial Number:	76338714	180S
Serial Number:	76379487	COLOR XPL
Serial Number:	76446052	GORGONZ

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Serial Number:	76446189	G
Serial Number:	76446613	180°S
Serial Number:	76448545	G
Serial Number:	76448971	EXHALE HEATING SYSTEM
Serial Number:	76449050	GORGONZ
Serial Number:	76481899	G GORGONZ PERFORMANCE WORK GEAR
Serial Number:	76976397	FROM THE BLUE
Serial Number:	78161584	DEAD SPACE
Serial Number:	78200780	FTB
Serial Number:	78229081	MULTIZONE
Serial Number:	78231690	180 S
Serial Number:	78291574	180°S
Serial Number:	78291575	180S
Serial Number:	78291579	ONE EIGHTIES
Serial Number:	78410973	PUSH
Serial Number:	78411189	

CORRESPONDENCE DATA

Fax Number: (410)347-9414
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 410-347-8700
Email: amcrae@wtplaw.com
Correspondent Name: Dana O. Lynch
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Address Line 2: Whiteford, Taylor & Preston L.L.P.
Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Antoinette A. McRae
Signature:	/antoinette a. mcrae/
Date:	04/18/2005

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**, **Exhibit B** and **Exhibit C** 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, Witoco Venture Corporation, having its principal place of business at 1700 South Macdill Avenue, Suite 340, Tampa, Florida 33629 (hereinafter referred to as "Lender"), on behalf of itself and as agent for the other Lenders to that certain Amended and Restated Loan and Security Agreement dated as of September 22, 2004 (as that term is defined therein), 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 an "Amended and Restated Patent Collateral Assignment and Security Agreement" dated September 22, 2004, which was recorded in the U.S. Patent and Trademark Office on September 28, 2004 at Reel 015190, Frame 0256;

AND WHEREAS, Pledgor is the owner of the Trademark Applications and Trademark Registrations listed in **Exhibit D**, **Exhibit E** and **Exhibit F** 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 Trademark Applications and Trademark Registrations, 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 an "Amended and Restated Trademark Collateral Assignment and Security Agreement" dated September 22, 2004, which was recorded in the U.S. Patent and Trademark Office on September 28, 2004 at Reel 002946, Frame 0948;

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

(b) the said Trademark Applications and Trademark Registrations, and the trademarks shown in the said registrations and applications, and the goodwill of the business symbolized by said marks, and any right Lender may have had to conduct business under said trademarks; and

(c) any other patents, patent applications, trademark registrations and trademark applications of Pledgor.

Further Assurances. From time to time, at the request of any party hereto, without further consideration, (i) Lender shall execute and deliver, or cause to be executed and delivered, such further instruments of conveyance and take such other action as reasonably may be required to more effectively terminate and release any security interests held by Lender in any of the Patents, Patent

Applications, Trademark Applications and Trademark Registrations of the Pledgor; and (ii) each party shall execute and deliver, or cause to be executed and delivered, such additional or supplemental certificates, instruments and documents, and take such other action as reasonably may be required to more effectively carry out the intention of the parties hereto and facilitate the performance of this Release of Security Interest.

Done this 4th day of April, 2005.

WITOCO VENTURE CORPORATION


By: 
Name: JOHN T. TRENCHARD, JR.
Title: PRESIDENT

Exhibit D
U.S. Trademark Registrations and Trademark Applications

Trademark	U.S. Appl. No. Filing Date	U.S. 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
Faccia	75/326,907 7/18/97	2,193,551 10/6/98
Faccla	75/326,908 7/18/97	2,193,552 10/6/98
Faccia	75/326,909 7/18/97	2,195,378 10/13/98
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
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
180°s	76/446,613 9/4/02	2,724,071 6/10/03
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

Exhibit D**U.S. Trademark Registrations and Trademark Applications**

Trademark	U.S. Appl. No. Filing Date	U.S. Registration No. Registration Date
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
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