

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of security interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allegiance Capital Limited Partnership		03/31/2005	LIMITED PARTNERSHIP: 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: 5

Property Type	Number	Word Mark
Serial Number:	75161595	ARCTIC 180°S
Serial Number:	75167921	EARGRIPS
Serial Number:	75853292	180S
Serial Number:	75853293	180S
Serial Number:	75853294	180 DEGREES

CORRESPONDENCE DATA

Fax Number: (410)347-9414
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 Address Line 4: Baltimore, MARYLAND 21202

CH \$140.00 75161595

NAME OF SUBMITTER:	Antoinette A. McRae
Signature:	/antoinette a. mcrae/
Date:	04/18/2005
Total Attachments: 4 source=180sAllegiance - Release3 - Trademark#page1.tif source=180sAllegiance - Release3 - Trademark#page2.tif source=180sAllegiance - Release3 - Trademark#page3.tif source=180sAllegiance - Release3 - Trademark#page4.tif	

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, Allegiance Capital Limited Partnership, having its principal place of business at 10706 Beaver Dam Road, Suite 201, Cockeysville, Maryland 21030 (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 "Security Agreement" dated April 13, 2001, which was recorded in the U.S. Patent and Trademark Office on April 20, 2001 at Reel 011742, Frame 0490; and (b) a "Security Agreement" dated March 26, 2002, which was recorded in the U.S. Patent and Trademark Office on April 10, 2002 at Reel 013036, Frame 0508;

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:
(a) the "Security Agreement" dated April 13, 2001, which was recorded in the U.S. Patent and Trademark Office on May 3, 2001 at Reel 002285, Frame 0552; and
(b) the "Security Agreement" dated March 26, 2002, which was recorded in the U.S. Patent and Trademark Office on April 10, 2002 at Reel 002488, Frame 0882;

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 and upon reasonable notice, at the request of the Pledgor, without further consideration, (i) the Lender will 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 31 day of March, 2005.

ALLEGIANCE CAPITAL LIMITED PARTNERSHIP
By: *Allegiance Capital Management Corporation*
By: *W Gary Dorsch*
Name: *W. Gary Dorsch*
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
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