

12-13-2004



12.8.04
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To the Honorable Commissioner of F.

102899813

nal documents or copy thereof.

1. Name of conveying Party(ies):

Barcay's Business Credit, Inc.

- Individual(s)
- General partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

Additional Name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: November 30, 2004

2. Name and address of receiving Party(ies)

Name: Vision Street Wear, Inc.

Internal Address: Costa Mesa, California

Street Address: 1711 Whittier Avenue

City: Costa Mesa State: CA ZIP: 92627

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No's

See Attached Exhibit A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles T.J. Weigell

Internal Address: Bryan Cave LLP
1290 Avenue of the Americas
New York, NY 10104

Street Address: 1290 Avenue of the Americas

City: New York State: NY ZIP: 10104

6. Total Number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:
02-4467 - To be charged in the event of any deficiency in the fee presented herewith

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State 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.

Charles T.J. Weigell

December 7, 2004

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet and any attachments: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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OPR/FINANCE

12/10/2004 METROLINE 0000053 1448663
40.00 DP
75.00 DP
01 FC:0521
02 FC:0522

EXHIBIT A

Vision Street Wear, Inc. - Issued Registrations

1,448,665

1,448,666

1,473,277

1,473,295

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

WHEREAS, pursuant to certain lending arrangements, including a line of credit by and among and Vision Sports, Inc. and Vision Street Wear, Inc. ("**Grantor**") and Barclays Business Credit, Inc. ("**Secured Party**"), Grantor, pursuant to a security agreement, granted to Secured Party a security interest in and to all of Grantor's right, title and interest in, to and under the trademarks set forth in **Exhibit A**, attached hereto ("**Secured Property**"); and

WHEREAS, such security interest was recorded at the Assignment Branch of the United States Patent and Trademark Office at Reel No. 0638, Frame Nos. 0292 and 0278 on February 13, 1989;

WHEREAS, Secured Party acknowledges and agrees that all of Grantor's obligations with respect to the certain lending arrangements referred to above, have now been fully and completely satisfied and that the security interest granted has been and hereby is terminated; and

WHEREAS, Secured Party desires to fully, completely and formally release its entire security interest in and to the Secured Property and in and to any and all other trademarks of Grantor, and the goodwill associated therewith, and to record such release with the U.S. Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby release and forever discharge and reconvey to Grantor any and all of Secured Party's right, title, and interest in, to, and under the Secured Property, and all goodwill associated therewith or relating thereto and in any and all other trademarks of Grantor, so that it is as if the security interest had never been granted by Grantor; Secured Party does further acknowledge and affirm that all of the rights and remedies of Secured Party with respect to the security interest concerning the Secured Property have been and are hereby extinguished; and Secured Party further agrees to perform all additional acts necessary (including executing additional documents) to confirm that Secured Party has no interests of any type whatsoever in, to, or under the Secured Property.

IN WITNESS WHEREOF, the undersigned has caused this RELEASE OF SECURITY INTERESTS IN TRADEMARKS to be executed and delivered as of the 20th day of November, 2004.

BARCLAYS BUSINESS CREDIT, INC.

By: 

Name: Timothy A. Clark

Its: Attorney-in-Fact

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