

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
Regiment Capital III, L.P.		05/24/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Silencio/Safety Direct, Inc.
Street Address:	56 Coney Island Dr.
Internal Address:	Bldg. 22
City:	Sparks
State/Country:	NEVADA
Postal Code:	89431
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1845553	CLEANPOWER
Registration Number:	1872312	SILENCIO TEAM
Registration Number:	2229559	RIG SPORTSMAN'S PRODUCTS BY TEAM SILENCIO
Registration Number:	2229558	RIG SPORTSMAN'S PRODUCTS BY TEAM SILENCIO
Registration Number:	829754	EZE-SCORER
Registration Number:	509235	RIG
Registration Number:	1161003	RIG-RAG
Registration Number:	1785601	CLEANPOWER
Registration Number:	526015	RIG
Registration Number:	2031438	TEAM SILENCIO

CORRESPONDENCE DATA

Fax Number: (713)615-5243

900026632

**TRADEMARK
 REEL: 003106 FRAME: 0441**

CH \$265.00 1845553

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7137584730
Email: iptldocket@velaw.com
Correspondent Name: Cindy Y. Lee
Address Line 1: 1001 Fannin St., Suite 2300
Address Line 2: First City Tower
Address Line 4: Houston, TEXAS 77002-6760

NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Signature:	/Jessica Greeney/
Date:	06/16/2005

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by Regiment Capital III, L.P., a Delaware limited partnership ("Releasor"), in favor of Silencio/Safety Direct Inc., a Nevada corporation ("Releasee").

WHEREAS, pursuant to that certain Credit Agreement dated as of February 11, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Credit Agreement") by and among Releasee; the other Borrowers named therein; Regiment Capital III, L.P., as agent; and the Lenders described therein (the "Lenders"), Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee and Releasor entered into that certain Security Agreement dated as of February 11, 2004 as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Assignment for Security dated as of February 11, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Assignment") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral"):

A continuing security interest in all right, title and interest of the Releasee in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, including, without limitation, each trademark, service mark, trademark application and service mark application listed on Schedule A to the Assignment, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

WHEREAS, the Assignment was recorded at the United States Patent and Trademark Office at Reel 002796 /Frame 0292 on February 18, 2004;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement, the Assignment and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself and Lenders, and all successors, legal representatives and assigns of Releasor and Lenders, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Assignment and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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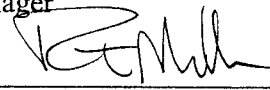
IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 24 day of May 2005.

RELEASOR:

REGIMENT CAPITAL III, L.P.

By: Regiment Capital Management, L.L.C., its
General Partner

By: Regiment Capital Advisors, L.L.C., its
Manager

By: 
Name: Robert T. Miller
Title: Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK ss.:

On this 24 day of May 2005, before me, the undersigned, personally appeared RICHARD MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Monika Brenard
[NOTARY SEAL] MONIKA BRENARD

My commission expires
December 20, 2007