

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied Capital Corp.		01/11/2006	CORPORATION:
Allied Investments L.P.		01/11/2006	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Kirker Enterprises, Inc.
Street Address:	55 East 6th Street
City:	Paterson
State/Country:	NEW JERSEY
Postal Code:	07524
Entity Type:	CORPORATION:

Name:	KEL properties, LLC
Street Address:	55 East 6th Street
City:	Paterson
State/Country:	NEW JERSEY
Postal Code:	07524
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1610968	KIRKER

CORRESPONDENCE DATA

Fax Number: (973)530-2086
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9735302086
 Email: kstoffel@wolffsamson.com
 Correspondent Name: Klaus P. Stoffel
 Address Line 1: One Boland Drive

CH \$40.00 1610968

Address Line 2: Wolff & Samson, PC
Address Line 4: West Orange, NEW JERSEY 07052

ATTORNEY DOCKET NUMBER:	7820-4
NAME OF SUBMITTER:	Klaus P. Stoffel
Signature:	/Klaus P. Stoffel/
Date:	01/12/2006

Total Attachments: 4
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**TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT
(TRADEMARKS)**

THIS TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT (TRADEMARKS) (this "Agreement") dated January //, 2006, is between KIRKER ENTERPRISES, INC. and KEL PROPERTIES, L.L.C. (collectively, the "Assignor"), and ALLIED INVESTMENTS L.P., as successor in interest to ALLIED INVESTMENT CORP., ALLIED INVESTMENT CORPORATION II, ALLIED FINANCIAL CORPORATION, ALLIED FINANCIAL CORPORATION II, and ALLIED CAPITAL CORPORATION, as successor in interest to ALLIED CAPITAL CORPORATION II and ALLIED CAPITAL CORPORATION III (collectively, the "Assignee").

WHEREAS, the Assignee made certain loans and made certain credit facilities available to the Assignee (collectively, the "Loans") pursuant to certain agreements and other related loan and security documents (collectively, the "Loan Documents"); and

WHEREAS, in order to partially secure the Assignor's obligations to the Assignee under the Loans and the Loan Documents, the Assignor granted in favor of the Assignee a security interest in, and collaterally assigned to the Assignee, certain trademarks (the "Trademarks") and certain applications therefor (the "Applications" and, together with the Trademarks, the "Assigned Trademarks") which are owned by the Assignor (the "Collateral Assignment"); and

WHEREAS, the collateral assignment of the Assigned Trademarks was recorded with the United States Patent and Trademark Office (the "USPTO") as more particularly described in Exhibit A hereto (collectively, the "Recorded Assignments"); and

WHEREAS, the Assignor has paid and satisfied in full all of its obligations and liabilities to the Assignee under the Loan Documents, and in connection therewith, the parties hereto have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Assignments. The Assignor and the Assignee hereby agree that the Collateral Assignment and the Recorded Assignments and all terms and conditions thereof (including, without limitation, any terms which provide for the survival of certain rights and obligations thereunder following any termination of such agreement) are hereby terminated and deemed of no further force or effect, and that each party thereto shall have no further obligation thereunder except as, and to the extent, set forth in this Agreement.

2. Release of Lien; Assignment. The Assignee hereby assigns, grants and conveys back to the Assignor all of its right and title to, and forever discharges and releases its security interest in, all of the Assigned Trademarks, including all proceeds thereof, the right to sue for past,

present and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof.

3. Recording with USPTO. The Assignee hereby authorizes the Assignor to file and record this Agreement with the USPTO. The Assignee agrees to cooperate and take further actions (at Assignor's expense) which may be reasonably necessary or advisable in order to evidence or effectuate the transaction contemplated under this Agreement, including but not limited to, the execution and delivery to the Assignor of additional forms, instruments or other documents which may be required to file and record this Agreement with the USPTO.


4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

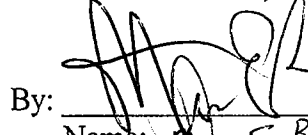
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

ASSIGNOR:

KIRKER ENTERPRISES, INC.

By: 
Name: Marc E. Berson
Title: Chairman

KEL PROPERTIES, L.L.C.

By: 
Name: Marc E. Berson
Title: Managing member

[Signatures continued on following page]

ASSIGNEE:

ALLIED CAPITAL CORPORATION,
as successor in interest to ALLIED CAPITAL
CORPORATION II and ALLIED CAPITAL
CORPORATION III

By: *Ralph G. Beasley III*
Name: *RALPH G. BEASLEY III*
Title: *EXECUTIVE VICE PRESIDENT- PRIVATE FINANCE COUNSEL*

ALLIED INVESTMENTS L.P., as
successor in interest to ALLIED INVESTMENT
CORP., ALLIED INVESTMENT
CORPORATION II, ALLIED FINANCIAL
CORPORATION and ALLIED FINANCIAL
CORPORATION III

By: *Allied Investments LLC / rgh*
Name: *ALLIED INVESTMENTS LLC*
Title: *General Partner of Allied Investments LP*

Exhibit A

List of Recorded Assignments

Trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Recorded Date</u>	<u>Reel / Frame</u>
KIRKER	1610968	73821087	4/28/95	1338 / 0405
KIRKER	1610968	73821087	4/28/95	1338 / 0623