## 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
ANTARES CAPITAL CORPORATION		01/09/2006	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	HARRIS RESEARCH, INC.	
Street Address:	1530 NORTH 1000 WEST	
City:	LOGAN	
State/Country:	UTAH	
Postal Code:	: 84321	
Entity Type:	tity Type: CORPORATION: UTAH	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2583743	NHANCE

#### **CORRESPONDENCE DATA**

Fax Number: (404)685-5381

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

Phone: 404-815-2400

Email: marthakelley@paulhastings.com

Correspondent Name: MARTHA KELLEY
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ATTORNEY DOCKET NUMBER:	16250.00012
NAME OF SUBMITTER:	Martha Kelley
Signature:	/martha kelley/

TRADEMARK REEL: 003228 FRAME: 0891

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Date:	01/17/2006
Total Attachments: 4	
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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of January 1, 2006, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and Harris Research, Inc., a Utah corporation and successor by merger to HR Operations, Inc. ("Borrower"), are parties to that certain Trademark Security Agreement dated as of December 12, 2002 (as the same has been reaffirmed pursuant to that certain Master Reaffirmation Agreement dated as of April 30, 2004, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which HR Operations, Inc., as predecessor in interest to Borrower granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Borrower and certain of its affiliates to the financial institutions (collectively, the "Lenders") from time to time party to that certain Amended and Restated Credit Agreement dated as of April 30, 2004, as amended, restated, supplemented or otherwise modified from time to time, by and among Borrower, Agent and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 20, 2002, at Reel 2637, Frame 0091; and

WHEREAS, Borrower has requested that Agent release its security interest in the Released Trademarks and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

- 1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:
  - (a) all trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the

items described in clauses (i)-(v) in this paragraph 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Released Trademarks");

- (2) all rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Exhibit A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses; and
- (3) all proceeds of the foregoing.
- 2. Agent hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, and the goodwill of Borrower's business connected with the use of and symbolized by the Released Trademarks.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION, a

Delaware corporation, as Agent

Name: \_

Michael P. Kim

Trademark Release and Reassignment - Borrower/HR Operations

# EXHIBIT A

## **Released Trademarks**

-	TRADEMARK	INT.'L CLASS(ES)	REGISTRATION NO.	DATE OF REGISTRATION	FILING OFFICE
	NHANCE	37	2,583,743	06-18-2002	U.S. Patent and Trademark Office

Trademark Release and Reassignment - Borrower/HR Operations

**RECORDED: 01/17/2006**