Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

RELEASE BY SECURED PARTY NATURE OF CONVEYANCE:

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCG Capital Corporation		03/16/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Southwest Art Publishing, LLC	
Street Address:	300 N. Continental Blvd., Ste. 650	
City:	El Segundo	
State/Country:	CALIFORNIA	
Postal Code:	90245	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1305863	SOUTHWEST ART
Registration Number:	1305865	SOUTHWEST ART
Registration Number:	2626504	LIVING WEST
Registration Number:	2634636	SOUTHWEST ART'S ART SOURCE
Registration Number:	2634637	ART SOURCE
Registration Number:	2755462	LIVING WEST

CORRESPONDENCE DATA

Fax Number: (202)659-1559

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

Phone: 202-659-6941

Email: jmolinoff@dickinsonwright.com

Jeffrey S. Molinoff Correspondent Name:

1901 L Street NW, Suite 800 Address Line 1:

Washington, DISTRICT OF COLUMBIA 20036 Address Line 4:

ATTORNEY DOCKET NUMBER: 27932-4

TRADEMARK

REEL: 003278 FRAME: 0605 900045364

NAME OF SUBMITTER:	Jeffrey Molinoff	
Signature:	/JSM/	
Date:	03/29/2006	
Total Attachments: 2 source=Southwest Art MCG Termination Security#page1.tif source=Southwest Art MCG Termination Security#page2.tif		

TRADEMARK REEL: 003278 FRAME: 0606

TERMINATION OF SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Southwest Art Publishing, LLC, a Delaware limited liabilty company, with an address at 300 N. Continental Blvd., Suite 650, El Segundo, California 90245 owns trademark registrations and applications pending in the United States Patent and Trademark Office (the "Trademarks" attached as Exhibit A);

WHEREAS, Assignor had pledged the Trademarks as security for a credit agreement (the "Security Agreement") to MCG Capital Corporation, a Delaware corporation, as agent for the lenders (herein referred to as "Assignee") and granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks (the "Collateral") to secure the prompt payment, performance and observance of certain obligations of Assignor to Assignee (the "Obligations"); and

WHEREAS, the Obligations have been discharged; and

WHEREAS, Assignee desires to terminate the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignee does hereby terminate the Security Agreement evidenced by a Security Agreement dated October 14, 2003, recorded in the U.S. Patent and Trademark Office on November 21, 2003, at reel 2869, frame 0720, and hereby terminates, cancels and releases any and all security interests in and to the Trademarks.

IN WITNESS WHEREOF, Assignee has caused this assignment to be duly executed by its officer thereunto duly authorized as of the ______ day of March, 2006.

MCG CAPITAL CORPORATION				
By: Orlung				
Name:	Andrew Jacobson Managing Director			
Title:				

TRADEMARK REEL: 003278 FRAME: 0607

EXHIBIT A

Southwest Art Publishing, LLC

Mark	Registration No.
OOLITIM/FOT A DT	4005000
SOUTHWEST ART	1305863
SOUTHWEST ART	1305865
LIVING WEST	2626504
SOUTHWEST ART'S ART SOURCE	2634636
ART SOURCE	2634637
LIVING WEST	2755462

DC 27932-4 105306v1

RECORDED: 03/29/2006

TRADEMARK REEL: 003278 FRAME: 0608