

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zions First National Bank, as Administrative Agent		04/28/2006	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Officers Only Incorporated
Street Address:	1631 West 2550 South
City:	Ogden
State/Country:	UTAH
Postal Code:	84401
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3036444	OFFICERS ONLY
Registration Number:	3024320	
Registration Number:	3068915	
Registration Number:	3068914	
Registration Number:	3024318	
Registration Number:	3024317	
Registration Number:	3068913	
Registration Number:	3011950	OFFICERS ONLY
Registration Number:	3006379	OFFICERS ONLY
Registration Number:	3007762	OFFICERS ONLY
Registration Number:	3007761	OFFICERS ONLY
Registration Number:	3036443	OFFICERS ONLY
Registration Number:	3036442	OFFICERS ONLY

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Registration Number:	2883113	OFFICERS ONLY
Registration Number:	3036441	OFFICERS ONLY
Serial Number:	78444113	
Serial Number:	78444108	
Serial Number:	78444104	
Serial Number:	78444102	
Serial Number:	78444094	
Serial Number:	78444085	
Serial Number:	78201075	
Serial Number:	78200897	OFFICERS ONLY
Serial Number:	78200890	OFFICERS ONLY
Serial Number:	78200889	OFFICERS ONLY
Serial Number:	78200877	OFFICERS ONLY
Serial Number:	78200874	OFFICERS ONLY

CORRESPONDENCE DATA

Fax Number: (919)416-8339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919 286-8049
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	031531.2TERMTZIONOFFICADH
NAME OF SUBMITTER:	Arlene D. Hanks
Signature:	/Arlene D. Hanks/
Date:	05/02/2006

Total Attachments: 2
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 28th, 2006, is made by ZIONS FIRST NATIONAL BANK, a Utah corporation, as administrative agent for each of the Lenders pursuant to a certain Intellectual Property Security Agreement dated April 13, 2005 (the "Lender").

WHEREAS, pursuant to the aforesaid Intellectual Property Security Agreement, **OFFICERS ONLY INCORPORATED** (the "Debtor") granted a security interest in certain property to Lender, including without limitation, a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks"); and

WHEREAS, the security interest granted to the Lender was recorded at the United States Patent and Trademark Office on April 14, 2005 at Reel 3066 and Frame 0876; and

WHEREAS, the Lender has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Lender hereby terminates and releases all mortgages, liens, and security interests granted to the Lender in, and reassigns to the Debtor and/or its successor in interest or assignee any and all interest in, the following Trademarks:

1. all of the Trademarks of Debtor and/or its successor in interest or assignee including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor and/or its successor in interest or assignee against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Lender agrees that, upon the request of the Debtor or any successor in interest or assignee thereof, and at the expense of the Debtor, Lender will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Debtor, or any successor in interest or assignee thereof, to effectuate the release of interests contemplated herein.

IN WITNESS WHEREOF, the Lender has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above, and by the signature below of its duly authorized representative, agrees to be bound by the provisions hereof.

Lender:

ZIONS FIRST NATIONAL BANK

By: David S. Marsh

Name: DAVID S. MARSH

Title: SVP

SCHEDULE A**United States Registered Trademarks**

Trademark	Registration No.	Registration Date
OFFICERS ONLY and Design	3036444	12/27/05
Design Only	3024320	12/6/05
Design Only	3068915	3/14/06
Design Only	3068914	3/14/06
Design Only	3024318	12/6/05
Design Only	3024317	12/6/05
Design Only	3068913	3/14/06
OFFICERS ONLY and Design	3011950	11/1/05
OFFICERS ONLY and Design	3006379	10/11/05
OFFICERS ONLY and Design	3007762	10/18/05
OFFICERS ONLY and Design	3007761	10/18/05
OFFICERS ONLY and Design	3036443	12/27/05
OFFICERS ONLY and Design	3036442	12/27/05
OFFICERS ONLY	2883113	9/7/04
OFFICERS ONLY	3036441	12/27/05

United States Pending Trademark Applications

Trademark	Serial No.	Filing Date
Design Only	78444113	6/30/04
Design Only	78444108	6/30/04
Design Only	78444104	6/30/04
Design Only	78444102	6/30/04
Design Only	78444094	6/30/04
Design Only	78444085	6/30/04
Design Only	78201075	1/8/03
OFFICERS ONLY	78200897	1/7/03
OFFICERS ONLY	78200890	1/7/03
OFFICERS ONLY	78200889	1/7/03
OFFICERS ONLY	78200877	1/7/03
OFFICERS ONLY	78200874	1/7/03

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