

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
Bank of America, N.A. as Collateral Agent		06/08/2006	National Association:

RECEIVING PARTY DATA

Name:	SMG, Inc.
Street Address:	603 Pilot House Drive
Internal Address:	4th Floor
City:	Newport News
State/Country:	VIRGINIA
Postal Code:	23606-1904
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	342328	AQUILA D'ORO
Registration Number:	980454	KNEIP
Registration Number:	1670852	LIGURIA
Registration Number:	1690370	LIGURIA LIGURIA
Registration Number:	1575309	MOSEY'S
Registration Number:	1576618	MOSEY'S
Registration Number:	1731389	SCOTT PETERSEN
Registration Number:	1220195	SCOTT PETERSEN
Registration Number:	712592	SCOTT PETERSEN
Registration Number:	1729636	SCOTT PETERSEN
Registration Number:	2176906	TIME FOR DINNER
Registration Number:	1690371	

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CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding, LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.015790
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	06/14/2006

Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned, Bank of America, N.A., (the "Secured Party"), in its capacity as Collateral Agent for the lenders from time to time party to that certain Trademark Security Agreement dated as of August 29, 2000, among SMG, Inc., a Delaware corporation (the "Grantor"), the Secured Party and the other parties signatory thereto, does hereby grant, assign and convey absolutely, and release any security interest or collateral assignment in, unto the Grantor, WITHOUT ANY REPRESENTATION OR WARRANTY OF TITLE AND WITHOUT RECOURSE, all of its right, title and interest, in, to and under (i) the trademarks, tradenames and service marks listed on Exhibit A hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of the Assignor's business connected with and symbolized by such trademarks, tradenames and service marks (collectively, the "Trademarks") to the extent any of the foregoing was transferred to the Assignee and filed in the United States Patent and Trademark Office on September 5, 2000 on Reel 2144 Frame 0756.

IN WITNESS WHEREOF, the Secured Party has caused this Release of Trademark Security Agreement to be executed under seal by one of its duly authorized officers on this the 8 day of June, 2006.

SECURED PARTY:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: Thomas D. Cooley
Title: Senior Counsel

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

The foregoing Release of Trademark Security Agreement was executed and acknowledged before me this 8th day of June, 2006 by Jim Cooney, personally known to me to be the S. V. P. of Bank of America, N.A.



Shanna S. Streeter

Notary Public

My commission expires:

4/19/10

EXHIBIT A

**Release of Trademark Security Agreement
Recorded at Reel/Frame No.: 2144/0756¹
(SMG, Inc. and Bank of America, N.A.)**

Trademark	Registration No. (Application No.)	Country
AQUILA D'ORO	342,328 (71/382,603)	U.S.
KNEIP (& DESIGN)	980,454 (72/447,035)	U.S.
LIGURIA	1,670,852 (74/027,098)	U.S.
LIGURIA LIGURIA (& DESIGN)	1,690,370 (74/182,500)	U.S.
LIGURIA (& DESIGN)	1,690,371 (74/182,578)	U.S.
MOSEY'S	1,575,309 (73/799,227)	U.S.
MOSEY'S (& DESIGN)	1,576,618 (73/799,228)	U.S.
SCOTT PETERSEN	1,731,389 (74/256,577)	U.S.
SCOTT PETERSEN	1,220,195 (73/320,362)	U.S.
SCOTT PETERSEN	712,592 (72/089,080)	U.S.
SCOTT PETERSEN (& DESIGN)	1,729,636 (74/256,591)	U.S.
TIME FOR DINNER	2,176,906 (75/333,731)	U.S.
LIGURIA (& DESIGN)	263155 (8146/1992)	Korea
MOSEY'S (& DESIGN)	263156 (8147/1992)	Korea
SCOTT PETERSEN (& DESIGN)	263159 (8152/1992)	Korea

¹ The security agreement was only recorded at Reel/Frame No. 2144/0756 against Reg. No. 712,592.