

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:	Mickelberry's 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: 3			
Property Type	Number	Word Mark	
Registration Number:	1781584	MICKELBERRY'S	
Registration Number:	522115	MICKELBERRY'S	
Registration Number:	1744683	MICKELBERRY'S	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

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TRADEMARK
REEL: 003327 FRAME: 0442

NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	06/14/2006
Total Attachments: 3 source=BOA-Mickelberry-Trademark Release#page1.tif source=BOA-Mickelberry-Trademark Release#page2.tif source=BOA-Mickelberry-Trademark Release#page3.tif	

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 Mickelberry's 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 2142 Frame 0249.

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: _____

Title: _____

James D. Cockey
Senior Vice President

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.: 2412/0249
(Mickelberry's Inc. and Bank of America, N.A.)

Trademark	Registration No. (Application No.)	Country
MICKELBERRY'S	1,781,584 (74/173,606)	U.S.
MICKELBERRY'S	522,115 (71/527,164)	U.S.
MICKELBERRY'S (& DESIGN)	1,744,683 (74/173,605)	U.S.

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