

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
Union Bank of California, N.A., as Administrative Agent		09/07/2006	National Banking Association:
RECEIVING PARTY DATA			
Name:	Jones Stephens Corp.		
Street Address:	3249 Moody Parkway		
City:	Moody		
State/Country:	ALABAMA		
Postal Code:	35004		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2456354	ULTRAFIT	
Registration Number:	2519870	PLUMBEST	
Serial Number:	76509838	LIQUID LIGHTNING	
Serial Number:	76536969	JSC	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-836-7353		
Email:	ocontes@kayescholer.com		
Correspondent Name:	Orlando Contes		
Address Line 1:	425 Park Avenue		
Address Line 2:	c/o Kaye Scholer LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Johanne Remy		

CH \$115.00 2456354

Signature:

/s/ Johanne Remy

Date:

09/08/2006

Total Attachments: 2

source=CIT-Jones Stephen Jones Trademark Release 9-7-06#page1.tif

source=CIT-Jones Stephen Jones Trademark Release 9-7-06#page2.tif

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

Reference is made to that certain Intellectual Property Security Agreement dated as of November 4, 2003, recorded at the United States Patent and Trademark Office at Reel 2862 and Frame 0773 on November 6, 2003 (the "Security Agreement"), made by Jones Stephens Corp., a Alabama corporation, (the "Borrower") in favor of Union Bank of California, N.A., as administrative agent for the Lenders, a security interest in the Borrowers' right, title, and interest in certain trademark registrations and applications (the "Trademarks") including, without limitation, the trademark registrations and applications listed on Schedule A hereto.

Union Bank of California, N.A., as administrative agent for the Lenders (the "Releasor") hereby re-assigns and releases to the Borrower and terminates all right, title and interest that the Releasor has in and to the Trademarks and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Trademarks; the right to sue for past, present and future infringements, and all rights corresponding thereto associated with such Trademarks.

Union Bank of California, N.A., as administrative agent to the Lenders' execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by the Union Bank of California, N.A., as administrative agent for the Lenders, including as to the condition or value of the Trademarks.

This release shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

UNION BANK OF CALIFORNIA, N.A.,
as administrative agent for the Lenders

By: 

Name: Ian Wong

Title: Duly Authorized Signatory

Dated: ~~August~~, 2006

September 7

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION/APPLICATION NUMBER</u>
ULTRAFIT	2,456,354
PLUMBEST	2,519,870
LIQUID LIGHTNING	76/509,838
JSC	76/536,969