

NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/09/2007
Total Attachments: 4 source=LevitTR8#page1.tif source=LevitTR8#page2.tif source=LevitTR8#page3.tif source=LevitTR8#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of February 7, 2007, from CREDIT SUISSE (formerly known as CREDIT SUISSE FIRST BOSTON), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to LEVITATOR, INC., a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of October 16, 2002, made by the Grantors (as defined therein) in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Trademark Security Interest dated as of July 29, 2005, among the Agent and the Grantor (the "Short-Form Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Short-Form Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 5, 2005, at Reel 3135 and Frame 0845; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. **Definitions.** The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and the Short-Form Security Agreement.
2. **Release of Security Interest.** The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. **Further Assurances.** The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH (f/k/a/ Credit Suisse First Boston)

By: 
Name: VANESSA GOMEZ
Title: VICE PRESIDENT

By: 
Name: JAMES NEIRA
Title: ASSOCIATE

011956-0072-10476-NY012625876.1

TRADEMARK
REEL: 003479 FRAME: 0070

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 7th day of February, 2007, before me personally appeared
VANESSA GOMEZ
JAMES NEILA to me known who, being by me duly sworn, did depose and say that
he/she is VICE PRESIDENT
ASSOCIATE of CREDIT SUISSE, described herein and which executed
the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority
granted by CREDIT SUISSE.



Notary Public

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU605282
Qualified in New York County
Commission Expires February 20, 2007

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
LEVITATOR	2997692
LEVITATOR & Design	2997693

011958-0072-10476-NY01.2625870.1

02/07/2007 4:49 PM

RECORDED: 02/09/2007

TRADEMARK
REEL: 003479 FRAME: 0072