

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sojitz Corporation of America	FORMERLY Nissho Iwai American Corporation	12/06/2004	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Hanna Andersson Corporation
<b>Street Address:</b>	1010 N.W. Flanders
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97209
<b>Entity Type:</b>	CORPORATION: OREGON

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2013174	HA BASICS
Registration Number:	1881013	HANNADOWNS
Registration Number:	1582686	HANNA ANDERSSON
Registration Number:	1478085	HANNA ANDERSSON
Registration Number:	1395322	HANNA

**CORRESPONDENCE DATA**

Fax Number: (503)220-2480  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 503.294.9584  
 Email: tm-pdx@stoel.com, tjhanson@stoel.com  
 Correspondent Name: John C. Motley  
 Address Line 1: Stoel Rives LLP  
 Address Line 2: 900 SW Fifth Avenue, Suite 2600  
 Address Line 4: Portland, OREGON 97204

OP \$140.00 2013174

ATTORNEY DOCKET NUMBER:	11214-6
NAME OF SUBMITTER:	Terri J. Hanson
Signature:	/Terri J. Hanson/
Date:	04/18/2007
Total Attachments: 5 source=Hanna Andersson - Termination Agrmt#page1.tif source=Hanna Andersson - Termination Agrmt#page2.tif source=Hanna Andersson - Termination Agrmt#page3.tif source=Hanna Andersson - Termination Agrmt#page4.tif source=Hanna Andersson - Termination Agrmt#page5.tif	

## CONSENT, TERMINATION AND AMENDMENT AGREEMENT

This Consent, Termination and Amendment Agreement (this "Consent, Termination and Amendment") dated as of December 6, 2004 is entered into by and among Hanna Andersson Corporation, a Delaware corporation formerly known as HAC Acquisition Corporation ("HAC"), Sojitz Corporation of America, a New York corporation formerly known as Nissho Iwai American Corporation ("Sojitz"), and, solely for purposes of terminating the Intercreditor Agreement (as defined below), U.S. Bank National Association ("U.S. Bank"). All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agency Agreement (as defined below).

### RECITALS

WHEREAS, HAC and Sojitz are parties to the Buying Agency and Logistics Services Agreement, dated as of March 1, 2001, as amended by Amendment No. 1 to Buying Agency and Logistics Services Agreement, dated as of February 27, 2004, as further amended by Amendment No. 2 to Buying Agency and Logistics Services Agreement, dated as of March 31, 2004, and as further amended by Amendment No. 3 to Buying Agency and Logistics Services Agreement, dated as of April 1, 2004 (as amended, the "Agency Agreement");

WHEREAS, HAC and U.S. Bank are parties to the Credit Agreement, dated as of March 1, 2001, as amended by First Amendment of Credit Agreement, dated as of May 7, 2002, and as further amended by Second Amendment of Credit Agreement, dated as of July 8, 2003 (as amended, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Agency Agreement, HAC and Sojitz entered into a Security Agreement (the "Security Agreement"), dated as of March 1, 2001, granting Sojitz a first priority purchase money security interest in HAC's In-Transit Goods and a second priority security interest in the General Collateral (as such terms are defined in the Security Agreement) to secure HAC's obligations under the Agency Agreement;

WHEREAS, pursuant to the terms of the Agency Agreement, Sojitz and U.S. Bank entered into an Intercreditor Agreement, dated as of March 1, 2001, whereby the parties agreed that (1) U.S. Bank would maintain a first priority security interest in the General Collateral and (2) the General Collateral did not include the In-Transit Goods;

WHEREAS, Sojitz is the holder of Warrant No. 1 to purchase 20,000 shares of Series A-2 Cumulative Preferred Stock, Par Value \$.01 per share of Hanna Andersson Corporation (the "Warrant");

WHEREAS, HAC entered into a Series A-3 Preferred Stock Purchase Agreement, dated as of even date hereof, with the Purchasers named on Exhibit A thereto, pursuant to which HAC will sell shares of Series A-3 Preferred Stock to the Purchasers and, among other things, enter into redemption agreements to repurchase outstanding shares owned by certain stockholders of HAC (the "Offering");

WHEREAS, HAC anticipates amending and restating the Credit Agreement to, among other things, partially fund the share repurchase described above (together with the Offering, the "Transaction");

WHEREAS, in connection with the Transaction, U.S. Bank and Sojitz have agreed to terminate the Intercreditor Agreement;

WHEREAS, HAC and Sojitz desire to amend the terms of the Agency Agreement and the Security Agreement to, among other reasons, terminate Sojitz's security interest in the General Collateral;

WHEREAS, the parties hereto desire to set forth in full herein the terms and conditions of their agreements and understanding;

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending legally to be bound, hereby agree as follows:

1. **Consent and Waiver.** Sojitz hereby (a) consents to the Transaction; (b) waives, for purposes of the Agency Agreement, the Warrant and the Security Agreement (together, the "Sojitz Agreements") any requirement under the Sojitz Agreements or otherwise of the giving of notice of the Transaction; and (c) waives any breach or default under the Sojitz Agreements arising from or relating to the Transaction.

2. **Termination of Intercreditor Agreement.** Under Section 8 of the Intercreditor Agreement, Sojitz and U.S. Bank hereby acknowledge and agree that the Intercreditor Agreement shall terminate, and the rights and obligations of the parties thereunder shall cease, as of the date first set forth above.

3. **Amendment of Agency Agreement.** HAC and Sojitz hereby acknowledge and agree that the parties shall negotiate in good faith to amend the Agency Agreement consistent in all material respects with this Consent, Termination and Amendment and the term sheet attached hereto as Exhibit A.

4. **Amendment of Security Agreement; Release of Security Interest in General Collateral.** HAC and Sojitz hereby acknowledge and agree that Sojitz's security interest in the General Collateral under the Security Agreement is terminated as of the date first set forth above and Sojitz hereby agrees to execute, deliver and/or file such documents, at Sojitz's expense, as are necessary to release Sojitz's security interest in the General Collateral. HAC and Sojitz further acknowledge and agree that (a) the definition of "Collateral" under Section 1(d) of the Security Agreement shall be amended and restated in its entirety as follows: "Collateral. The word 'Collateral' means the In-Transit Goods"; (b) Sojitz's rights under the Security Agreement shall be limited to a purchase money, first lien security interest in the In-Transit Goods; and (c) any and all provisions under the Security Agreement that are inconsistent with this sentence are

deleted or amended accordingly. HAC and Sojitz acknowledge and agree that the Security Agreement shall be amended to reflect the foregoing changes.

5. **Further Action.** The parties hereto will execute and deliver all documents, provide all information and take or forbear from all action as may be reasonably necessary or appropriate to achieve the purposes of this Consent, Termination and Amendment.

6. **Successors and Assigns.** This Consent, Termination and Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

7. **Governing Law.** This Consent, Termination and Amendment shall be governed by and construed in accordance with the laws of the State of Oregon, excluding conflicts of laws.

8. **Counterparts.** This Consent, Termination and Amendment may be executed in several counterparts, and all executed counterparts will constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.


9. **Headings and Captions.** The headings or captions of the sections of this Consent, Termination and Amendment are inserted for convenience only, will not be deemed to be part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

10. **Entire Agreement.** This Consent, Termination and Amendment constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Consent, Termination and Amendment as of the date first set forth above.

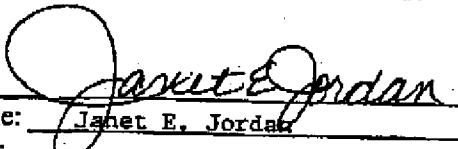
**HANNA ANDERSSON CORPORATION**

By:   
Name: PHILIP J. IOSCA  
Title: PRESIDENT

**SOJITZ CORPORATION OF AMERICA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION**

By:   
Name: Janet E. Jordan  
Title: \_\_\_\_\_

*Signature Page to Consent, Termination and Amendment*

IN WITNESS WHEREOF, the parties have executed this Consent, Termination and Amendment as of the date first set forth above.

**HANNA ANDERSSON CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOJITZ CORPORATION OF AMERICA**

By: *[Signature]*  
Name: *Naoto Hatori*  
Title: *General Manager*

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Consent, Termination and Amendment*