

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
American Capital Financial Services, Inc.		04/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Haband Company, Inc.
Street Address:	110 Bauer Drive
City:	Oakland
State/Country:	NEW JERSEY
Postal Code:	07436
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1797101	AMERICAN SWEETHEART
Registration Number:	2494007	EXECUTIVE DIVISION
Registration Number:	2907808	ADJUST-O-PEDIC
Registration Number:	2535540	HABAND TRAVELERS
Registration Number:	3101303	HEALTHRITE
Registration Number:	2622820	JACK FROST
Registration Number:	2457016	STAG HILL
Registration Number:	2457019	ADRIAN DELAFIELD
Registration Number:	2457017	CASUAL JOE
Registration Number:	2712960	HABAND
Serial Number:	75716806	DUKE
Serial Number:	75759285	DUKE BELTED CHINOS

CORRESPONDENCE DATA

900075856

**TRADEMARK
 REEL: 003533 FRAME: 0842**

OP \$315.00 1797101

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2129093078
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Correspondent Name: Kirkland & Ellis LLP; Att: Susan Zablocki
Address Line 1: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38310-220 SZ
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	05/02/2007

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 30, 2007 ("Effective Date") by and between **American Capital Financial Services, Inc.**, in its capacity as Agent, as defined in the Note Purchase Agreement (as referred to below) ("Grantee"), and **Haband Company, Inc.** ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Short Form Intellectual Property Security Agreement ("Trademark Security Agreement") by and between Grantor and Grantee dated October 30, 2006, Grantor granted to Grantee a continuing security interest in and to (i) all of Grantor's Trademarks and Trademark Licenses (as defined in the Collateral Agreements, as referred to below) to which Grantor is a party, including, without limitation, those referred to on Schedule A hereto; (ii) all reissues, continuations or extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (iv) all Proceeds (as defined in the Collateral Agreements) of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Trademark or Trademark licensed under any Trademark License or injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License (collectively, the "Trademark Collateral").

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Note Purchase Agreement and Pledge and Security Agreement by and between Grantor and Grantee, both dated October 30, 2006 (the "Collateral Agreements");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on December 11, 2006 at Reel/Frame **3441/0876**; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.


Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

American Capital Financial Services, Inc., as Agent

By: 
Name: **Natasha Volyanskaya**
Title: **Principal**

Signature Page to Trademark Security Release (ACS - Haband)

Schedule "A"
TRADEMARKS

Trademark	Applicant Serial No.	Filing Date	Registration No.	Issue Date	STATUS	Owner
ADJUST-O-PEDIC	76527698	7/2/03	2907808	12/7/04	Registered	Haband Company, Inc.
ADRIAN DELAFIELD	75897003	1/13/00	2457019	6/5/01	Registered	Haband Company, Inc.
AMERICAN SWEETHEART	74271881	5/4/92	1797101	10/5/93	Renewed	Haband Company, Inc.
CASUAL JOE	75896701	1/13/00	2457017	6/5/01	Registered	Haband Company, Inc.
DUKE	75716806	5/28/99	--	--	Pending	Haband Company, Inc.
DUKE BELTED CHINOS	75759285	7/22/99	--	--	Pending	Haband Company, Inc.
EXECUTIVE DIVISION	75896702	1/13/00	2494007	10/2/01	Registered	Haband Company, Inc.
HABAND	76357469	1/14/02	2712960	5/6/03	Registered	Haband Company, Inc.
HABAND TRAVELERS	75896703	1/13/00	2535540	2/5/02	Registered	Haband Company, Inc.
HEALTHRITE	76596792	6/14/04	3101303	6/6/06	Registered	Haband Company, Inc.
JACK FROST	75897002	1/13/00	2622820	9/24/02	Registered	Haband Company, Inc.
STAG HILL	75896700	1/13/00	2457016	6/5/01	Registered	Haband Company, Inc.