

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Far East National Bank		05/23/2007	National banking corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWR Sound Corporation		
<b>Street Address:</b>	9130 Glenoaks Boulevard		
<b>City:</b>	Sun Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91352		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1837785	FEELING IS BELIEVING	
Registration Number:	2417539	SWR	
Registration Number:	2417538	SWR	
Registration Number:	1896855	WORKINGMAN'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)558-3357		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	212-558-7763		
<b>Email:</b>	fishermf@sullcrom.com		
<b>Correspondent Name:</b>	Melissa Fisher		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Melissa Fisher		

OP \$115.00 1837785

Signature:

/Melissa Fisher/

Date:

05/29/2007

Total Attachments: 4

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

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of May 23, 2007 is granted by FAR EAST NATIONAL BANK, a National banking corporation, located at 4699 Jamboree Road, Northport Beach, California 92660 ("Releasor"), in favor of SWR SOUND CORPORATION, a California corporation, located at 9130 Glenoaks Boulevard, Sun Valley, California 91352 ("Releasee").

WHEREAS, pursuant to that certain Business Loan Agreement, dated May 25, 2000, between the Releasee and the Releasor (the "Loan Agreement"), the Releasor agreed to loan a certain sum to the Releasee;

WHEREAS, to induce the Releasor to make such loan, the Releasee agreed to enter into to that certain Trademark Security Agreement, dated as of May 25, 2000, with Releasor (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Releasee granted a security interest (the "Security Interest") to the Releasor in certain Collateral (as defined below);

WHEREAS, the Security Interest was recorded in the United States Patent and Trademark Office on July 11, 2000, at Reel 2114 and Frame 0450;

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

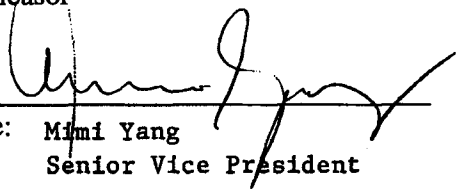
NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral (as defined below) pursuant to the Loan Agreement and the Security Agreement, the receipt and adequacy of which are hereby acknowledged,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

1. Definitions. The term "Collateral" shall have the meaning provided by reference to the Security Agreement, including without limitation, those items listed on Schedule A hereto.
2. Release of Security Interest. The Releasor hereby terminates, releases and discharges the entirety of its Security Interest in the Collateral, and any right, title or interest the Releasor may have in such Collateral shall hereby cease and become void.
3. Further Assurances. The Releasor hereby agrees to duly execute, acknowledge 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.

[Signatures Appear on the Following Page]

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

FAR EAST NATIONAL BANK,  
as Releasor

By:   
Name: Mimi Yang  
Title: Senior Vice President

[Termination and Release Signature Page ]

**Schedule A**

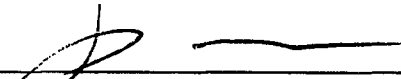
**United States Trademark Registrations**

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>
FEELING IS BELIEVING	74/427895	1,837,785
SWR	75/893474	2,417,539
SWR AND DESIGN	75/893473	2,417,538
WORKINGMAN'S	74/427898	1,896,855

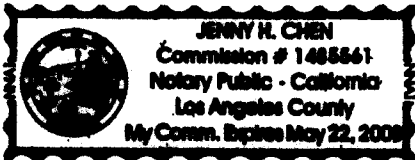
STATE OF California )  
 )  
COUNTY OF Los Angeles )

ss.:

On this 24 day of May 2007, before me, the undersigned, a notary public in and for said state and county, personally appeared \*Mimi Yang\*, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of FAR EAST NATIONAL BANK, a National banking corporation, as the \_\_\_\_\_ of such corporation and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.

  
\_\_\_\_\_  
Notary Public      Jenny H. Chen

(Affix Seal Below)



NY12528:275463.1