TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Voluntary Surrender Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Answer Products, Inc.		11/02/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Guaranty Business Credit Corporation
Street Address:	333 S. GRAND AVENUE
Internal Address:	SUITE 1650
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2073318	MANITOU

CH $40.00 2073318

CORRESPONDENCE DATA

Fax Number: (414)223-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414-273-2100
Email: splagemann@whdlaw.com
Correspondent Name: Whyte Hirschboeck Dudek S.C.
Address Line 1: Attn: Suzanne Plagemann
Address Line 2: 555 East Wells Street, Suite 1900
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	HBR-34265
NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/suzanneplagemann/

Date:	05/29/2007

Total Attachments: 18
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SETTLEMENT AND VOLUNTARY SURRENDER AGREEMENT

THIS SETTLEMENT AND VOLUNTARY SURRENDER AGREEMENT (this "Agreement"), dated as of November 2, 2006, is entered into by and among GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation ("GBCC"), SUNTRUST EQUITY FUNDING, LLC, a Georgia limited liability company ("SunTrust"), and CANTERBURY CAPITAL II, L.P., a Delaware limited partnership (collectively with SunTrust, the "Subordinate Lenders"), SPC Partners II, L.P. ("SPC II"), SPC Partners III, L.P. ("SPC III" and together with SPC II, the "Investors"), ANSWER PRODUCTS, INC., a California corporation ("Answer") and ANSWER HOLDINGS, INC., a Delaware corporation, ("Holding" and together with Answer, collectively, "Companies") with reference to the following facts:

RECITALS

A. Companies and GBCC are parties to that certain Loan and Security Agreement, dated as of March 31, 2004, (collectively, the "Loan Agreement"), pursuant to which GBCC has provided certain credit facilities to Companies.

B. Companies and Subordinate Lenders are parties to that certain Note Purchase Agreement, dated as of March 31, 2004 (as amended, the "Note Purchase Agreement"), pursuant to which Subordinate Lenders have provided certain credit facilities to Companies.

C. GBCC and Subordinate Lenders are parties to a Senior Subordination Agreement (the "Senior Subordination Agreement"), dated as of March 31, 2004, pursuant to which GBCC and the Subordinate Lenders agreed on the relative priority of their respective liens as well as certain other rights.

D. On or about July 13, 2006, Companies and GBCC entered into Third Amendment to Loan and Security Agreement (the "Third Amendment"). Pursuant to the Third Amendment, the Companies acknowledged and agreed that the Existing Events of Default (as defined therein) had occurred as follows: (i) pursuant to Section 11.1(B) of the Loan Agreement due to Companies failure to comply with Section 7.3 of the Loan Agreement as of each of June 2005, July 2005, August 2005 and September 2005 and Sections 7.2 and 7.3 of the Loan Agreement as of each of October 2005, November 2005, December 2005, January 2006, February 2006 and March 2006, April 2006, May 2006, and June 2006, (ii) pursuant to Section 11.1(H) because the stated intention of Subordinated Lenders to take action under the Note Purchase Agreement (as defined therein) is an event or circumstance which may result in a Material Adverse Change in Company's financial condition, business, operations and the value of the Collateral; and (iii) pursuant to Section 11.1(N) of the Loan Agreement due to the occurrence of defaults under the Note Purchase Agreement. In the Third Amendment, the Companies acknowledged and agreed that GBCC was evaluating its response to the occurrence and continuance of the Existing Events of Default and that GBCC's election "to evaluate its response to the Existing Events of Default, rather than to take immediate action in response thereto, shall not constitute a waiver of any of GBCC's available default rights and remedies under the Loan Agreement, the other Transaction Documents, or applicable law and equity."

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E. Also, pursuant to the Third Amendment, the Companies acknowledged and agreed to satisfactorily resolve all outstanding issues with the Subordinated Lenders on or before September 15, 2006 and further acknowledged and agreed that to be satisfactory any such resolution would involve, at a minimum: (1) a waiver and reset of financial covenants under the Note Purchase Agreement which will permit the Companies to perform at 90% of projections without triggering a default thereunder, (2) elimination of any cross default under the Note Purchase Agreement based on the Existing Events of Default, and (3) a reset of the 180 day standstill set forth in the Subordination Agreement. No such agreement has been reached. Pursuant to the Third Amendment, Companies further acknowledged and agreed that if no satisfactory resolution was reached with the Subordinate Lenders on or prior to September 15, 2006, an additional Event of Default would occur and GBCC would have the right (but not the obligation) to accelerate the Obligations and exercise all of its available rights and remedies under the Loan Agreement.

F. Additionally, pursuant to the Third Amendment, GBCC and the Companies amended the Companies' financial covenants to permit the Companies to meet their turnaround plan. These reduced financial covenants permitted the Companies to have losses of $428,000 of EBITDA on a rolling 3-month basis in July 2006 and losses of $552,000 in August 2006. According to Companies' most recent compliance certificate, the Companies have failed to meet this reduced level in August 2006, with rolling 3-month EBITDA losses of $704,010 in August 2006.

G. On October 2, 2006, Companies notified GBCC that Companies did not have sufficient cash to continue to operate beyond October 2006 and that the Companies were exploring options to maximize value for their creditors.

H. On or about October 3, 2006, GBCC notified Companies of additional Events of Default, as follows: (i) Companies failed to reach a satisfactory arrangement with the Subordinated Lenders on or before September 15, 2006; (ii) Companies failed to meet the required minimum monthly EBITDA target for the month of August 2006, pursuant to Section 7.5 of the Loan Agreement; and (iii) a Material Adverse Change has occurred, in that Companies have acknowledged that they do not have sufficient cash to operate beyond October 2006.

I The Board of Directors of Companies has conducted substantial marketing and sale efforts and has determined in its reasonable judgment based on such efforts that there is no buyer or combination of buyers willing to purchase all or substantially all of the assets of Companies on reasonable or acceptable terms.

J. HB Bicycle Components, LLC (the "Buyer") has agreed to purchase the assets of Answer through a private sale (the "Private Sale") conducted by GBCC.

K. If the Private Sale is not completed on or before November 2, 2006, Answer will need to be liquidated as set forth herein.

L. The proposed purchase price will likely be insufficient to pay GBCC in full, leaving little recovery from such sale for the Subordinate Lenders.

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M. In order to facilitate the Private Sale and to maximize recoveries for creditors, the parties hereto agree as follows.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Agreement (including, without limitation, in the Recitals to this Agreement) without definition shall have the respective meanings assigned thereto in the Loan Agreement. In addition, as herein, the following terms shall have the meanings set forth below:

(a) "Asset Purchase Agreement" means the Secured Party Asset Purchase Agreement dated as of November 2, 2006, between GBCC and Buyer.

(b) "Private Sale Effective Date" means the date that each of the conditions precedent (other than any condition requiring this Agreement to be effective) to the effectiveness of the Asset Purchase Agreement have been satisfied. The Private Sale Effective Date will only occur if the Asset Purchase Agreement is signed and the Closing (as defined therein) occurs.

2. Enforceability of Indebtedness, Collateral and Transaction Documents. The Companies and Subordinate Lenders acknowledge and agree that:

(a) The outstanding balance of principal plus accrued interest on all Advances through September 30, 2006 owing to GBCC in the form of Revolving Advances is at least $2,304,000 as of October 26, 2006, plus reasonable attorneys' fees and other reasonable expenses, and Companies are jointly and severally liable for the same and that such balance changes from day to day based on advances and collections.

(b) GBCC has a valid, perfected, and first priority security interest and lien upon all Collateral to secure the Obligations. Subordinate Lenders have a subordinate security interest in the Collateral.

(c) Each of the Transaction Documents is in full force and effect, and is enforceable against Companies.

(d) Neither Company has any defenses, offsets, recoupments or counterclaims to (i) its obligation to pay all amounts from time to time owing and to perform all obligations required to be performed under the Transaction Documents, or (ii) enforcement of GBCC's rights in and to the Collateral.

(e) Material Events of Default have occurred and presently exist under the Loan Agreement and the Third Amendment, and GBCC is not obligated to make any additional loans or other extensions of credit or advances to the Companies under the Loan Agreement or otherwise.

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3. Voluntary Surrender of Collateral.

(a) On the Private Sale Effective Date, GBCC will make an advance to Holding of $25,000 and an advance to Answer of $330,000 minus the Companies' cash on hand on such date immediately prior to the voluntary surrender described below. On the Private Sale Effective Date, the Companies agree to surrender to GBCC all of the Collateral (which shall include 100% of the issued and outstanding capital stock of Answer, which is owned by Holding); provided that Companies will retain $355,000 of cash Collateral for the payment of the following wind-down expenses (the "Wind Down Expenses"): payment of wages, salaries, accrued vacation, accrued sick leave, accrued employee benefits, health insurance premiums, miscellaneous employee expenses and payroll and sales taxes of Answer through and including November 2, 2006 and wind down expenses of Holding not to exceed $25,000; provided, further that with the consent of all the parties, the amount advanced and retained shall be reviewed and adjusted by the parties hereto in the event that the Private Sale Effective Date does not occur on or prior to November 2, 2006. The cash held by the Companies for the Wind Down Expenses will remain subject to the liens of GBCC and Subordinate Lenders to the extent the same are not necessary for the payment of Wind Down Expenses, and the Companies will return the same to GBCC and/or the Subordinate Lenders as provided below when all Wind Down Expenses have been paid in full. This surrender is made in recognition of GBCC's and the Subordinate Lenders' rights as secured parties pursuant to the Transaction Documents. This Agreement shall constitute notice of a private disposition under Section 9611 of the UCC. Notice is hereby given to each of the parties to this Agreement that GBCC will sell or otherwise dispose of all or substantially all personal property of the Debtor, including all Collateral, privately sometime on or after November 2, 2006.

(b) The Companies, Subordinated Lenders (so long as the Private Sale Effective Date occurs on or before November 2, 2006) and Investors consent to GBCC's sale, transfer and other disposition of the Acquired Assets (as defined in the Asset Purchase Agreement) pursuant to the terms of the Asset Purchase Agreement, subject to distribution of such sale proceeds in accordance with Section 4. The Companies, Subordinated Lenders and Investors acknowledge and agree that the proposed sale of Acquired Assets pursuant to the terms of the Asset Purchase Agreement is commercially reasonable in all respects, including, without limitation, the method, manner, time, place and other terms of the proposed sale. GBCC agrees not to amend the Asset Purchase Agreement in any material respect without the consent of the Subordinate Lender. Specifically, the Companies, Subordinated Lenders and Investors agree that (i) the notice contained in clause (a) of this Agreement constitutes a commercially reasonable form of

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notification pursuant to Section 9613 of the UCC, (ii) the timing of the notice described in clause (a) is reasonable under 9612 of the UCC, and (iii) all other aspects of the proposed Private Sale are commercially reasonable. The Companies, Subordinated Lenders and Investors knowingly waive any rights they may have to notice and hearing before a court of competent jurisdiction with respect to this voluntary surrender. Pursuant to Section 9624 of the UCC or otherwise, the Companies, Subordinated Lenders and Investors further waive any rights under the UCC or other applicable law to notification or otherwise (i) under the UCC as to the sale or other disposition by GBCC of the Acquired Assets, and (ii) regarding the Companies' rights to redeem the Acquired Assets under the UCC. The Companies, Subordinated Lenders and Investors further acknowledge and agree that this Agreement constitutes an agreement entered into and authenticated after default.

(c) The Companies, Subordinated Lenders and Investors agree to cooperate with GBCC in connection with the surrender and sale of the Acquired Assets in accordance with the Asset Purchase Agreement. The Companies shall assemble and turn over the Acquired Assets to GBCC or its designee.

(d) The Companies hereby acknowledge and agree that the surrender of possession of the above-described property does not discharge or release the Companies from any of the Companies' obligations to GBCC, the Subordinated Lenders or the liability of any third-party obligors arising pursuant to any agreements, support agreements, or other documents executed by such parties in favor of GBCC, only to the extent not released pursuant to Section 10. It is understood that GBCC fully reserves all rights under the Transaction Documents and any other agreements, support agreements or other documents between the GBCC other third-party obligors, only to the extent not released pursuant to Section 10. The Companies, Subordinated Lenders and Investors further acknowledge and agree that no promise or agreement of any kind or nature not expressed herein has been made to the Companies, Subordinated Lenders or Investors by or on behalf of GBCC.

(e) Immediately upon the surrender of the Acquired Assets to GBCC as provided herein, GBCC will execute a transfer statement in the form of Exhibit A and deliver the same to Buyer or their counsel.

4. Distribution of Proceeds of Private Sale. GBCC and the Subordinate Lenders agree that all proceeds of the Collateral (whether by Private Sale or other foreclosure, sale or other disposition) shall be distributed in accordance with the provisions of the Senior Subordination Agreement; provided, however, if the Private Sale Effective Date occurs on or before November 2, 2006, GBCC hereby subordinates its right to receive (A) the first $200,000 of proceeds from the sale of the

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Acquired Assets, (B) interest accruing on or after October 1, 2006, (C) all unpaid fees (including the 1% early termination fee) charged by GBCC (but specifically excluding GBCC's right to be reimbursed for GBCC's out-of-pocket costs and expenses, including, without limitation, attorney's fees, field examiner costs and liquidation expenses) to payment of the Subordinate Debt (as defined in the Senior Subordination Agreement). Except as amended by the prior sentence, GBCC and the Subordinate Lenders acknowledge and agree that notwithstanding the provisions of Section 8 and Section 9 below, the provisions of the Senior Subordination Agreement shall continue in full force and effect including, without limitation, Sections 8 and 20 of the Senior Subordination Agreement. The Subordinate Lenders understand that after payment of all of GBCC's costs and expenses and repayment of all Senior Debt, the Subordinate Lenders will likely not receive a distribution from the Private Sale other than as the $200,000 amount provided for above and a portion of any Tax Refunds. Upon receipt of the purchase price from the Buyer from the sale of Acquired Assets, GBCC agrees to pay promptly, but in any event not more than one business day, to the Subordinated Lenders the $200,000 referred to above, via the following wire transfer instructions: SunTrust Equity Funding LLC, ABA # 061 000 104, Acct # 100 000 813 9841, Credit to: Answer Products. In addition, to the extent the Companies or GBCC receive any Collateral or additional proceeds from the Collateral, after payment of all amounts payable to GBCC, such amounts shall be promptly turned over to the Subordinate Lenders in accordance with the provisions of the Senior Subordination Agreement as modified by this Section 4.

5. Cooperation in Sale of Collateral. So long as the Private Sale occurs by November 2, 2006, the Subordinate Lenders agree that, in connection with the Private Sale (or any other foreclosure, sale or other disposition of the Collateral or any portion thereof (including any voluntary sale or other disposition by the Companies) in connection therewith), the lien of the Subordinate Lenders on such Collateral shall automatically be released if, when and to the same extent that GBCC releases its lien on such Collateral; provided that any lien of the Subordinate Lenders on any the Excluded Assets (as defined in the Asset Purchase Agreement) or proceeds thereof shall not terminate. The Subordinate Lenders agree to execute and deliver such instruments and do such other acts as GBCC may deem necessary or proper to carry out more effectively the foregoing and, if requested by GBCC, the Subordinate Lenders agree to execute and deliver one or more lien release instruments at any time to be held by GBCC. Nothing herein is intended to prejudice the rights of Subordinate Lenders in the proceeds of Collateral to the extent that the proceeds of the sale of Collateral are sufficient to repay in full GBCC's expenses and all Senior Debt and there remain proceeds available to be applied to the Subordinate Debt in accordance with the payment priorities set forth in the Senior Subordination Agreement as amended by Section 4 above.

6. Assignment for the Benefit of Creditors. If the Private Sale Effective Date does not occur on or before November 2, 2006, the Companies will have insufficient cash to continue to operate and the Companies agree that they will need to liquidate. Thus the Companies agree (subject to the taking of other action by the Companies pursuant to the exercise of the fiduciary duties of the Companies'

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boards of directors) on November 2, 2006, to make an assignment for the benefit of creditors under California law in favor of Development Specialists, Inc. pursuant to a liquidation budget prepared by Companies and acceptable to GBCC and Subordinated Lenders, which budget will provide for the payment of all wages, salaries, accrued vacation, accrued sick leave, accrued employee benefits, health insurance premiums, miscellaneous employee expenses and payroll and sales taxes of Answer through and including November 2, 2006 in an amount not to exceed $330,000. GBCC and Subordinated Lenders hereby consent to the assignment in the event that the Private Sale Effective Date does not occur on or before November 2, 2006.

7. Representations Regarding Holding; Prepaid Assets. The Investors represent and warrant that, to the Investors' knowledge, Holding does not have any assets other than its equity interests in Answer and certain rights to receive tax refunds of Holding securing the Obligations (the "Tax Refund"). Under the Asset Purchase Agreement and the existing security agreements, GBCC and the Subordinated Lenders will retain their rights in the Tax Refund, as well as any tax refund owing to Answer (the "Answer Tax Refund") and any insurance refunds each of which is a general intangible (together with the Tax Refund and the Answer Tax Refund, collectively, the "Prepaid Assets"). GBCC and the Subordinated Lenders agree that the proceeds of the Tax Refund and the Answer Tax Refund will be first used to pay the fees of PriceWaterhouseCoopers, LLP ("PWC") for fees owning to such firm by either of the Companies in an amount not to exceed $145,000 and any remaining proceeds shall be applied in accordance with Section 4. The Companies agree to turn over to GBCC (and to the extent payable as provided in Section 4, to the Subordinated Lenders) any and all Prepaid Assets and proceeds thereof which Companies come into possession of and agree to take all reasonable steps to assist in the collection of the same, including, without limitation, appointing PWC as its "recognized representative" as defined in 26 C.F.R. § 601.502 to receive all tax refunds and entering into a bailment agreement with PWC and GBCC in form and substance acceptable to GBCC.

8. Release of GBCC. Investors, Subordinated Lenders (effective for the Subordinated Lenders only upon the consummation of the Private Sale by November 2, 2006 (which shall include the consummation of the transactions contemplated by the Asset Purchase Agreement)) and Companies (each a "Releasing Party (GBCC)" and collectively, the "Releasing Parties (GBCC)") hereby release, acquit and forever discharge GBCC and its directors, officers, employees, agents, attorneys, affiliates, successors and assigns ("GBCC Released Parties") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, heretofore or hereafter arising from events or occurrences through the date of this Agreement related to the Loan Agreement, the Support Agreement, the Senior Subordination Agreement, the other Transaction Documents, or any depository relationships between Companies and GBCC or Companies and Affiliates of GBCC, but specifically excluding the right to enforce the terms of this Agreement, WHICH DO OR MAY EXIST, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN other than those matters caused by the gross negligence, willful misconduct or fraud of

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the GBCC Released Parties (the "GBCC Released Matters"), including, without limitation, any of the same arising from or related to anything done, omitted to be done, or allowed to be done by any of the GBCC Released Parties and directly related to the Loan Agreement, the other Transaction Documents, or any depository relationships between Companies and GBCC or Companies and Affiliates of GBCC, any of the Transaction Documents, any other credit facilities provided or not provided, or any past or present deposit or other accounts (including, without limitation, "dominion of funds" accounts and lockbox arrangements) of any Releasing Party (GBCC) with Guaranty Bank and the handling of the same by Guaranty Bank, including, without limitation, the manner and timing in which items were deposited or credited thereto or funds transferred therefrom or made available to any of the Releasing Parties (GBCC), the honoring or returning of any checks drawn on any account, and any other dealings between the Releasing Parties (GBCC) and the GBCC Released Parties; provided, however, that Releasing Parties (GBCC) shall retain their rights to funds in deposit accounts held at Guaranty Bank until the Private Sale Effective Date, subject to GBCC's and Subordinate Lender's security interests therein. Each of the Releasing Parties (GBCC) hereby waives any and all rights with respect to the GBCC Released Matters which it has or may have under the provisions of Section 1542 of the California Civil Code as now worded and as hereafter amended, or any similar statute, rule or legal principle in effect in any other state, which Section presently reads as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

Each of the Releasing Parties (GBCC) agrees that this waiver and release is an essential and material term of this Agreement and that the agreements in this paragraph are intended to be in full satisfaction of any alleged injuries or damages in connection with the GBCC Released Matters. Each of the Releasing Parties (GBCC) represents and warrants that it has not purported to convey, transfer or assign any right, title or interest in any GBCC Released Matter to any other person or entity and that the foregoing constitutes a full and complete release of the GBCC Released Matters. Each of the Releasing Parties (GBCC) also understands that this release shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated. Each of the Releasing Parties (GBCC) has consulted with legal counsel prior to signing this release, or had an opportunity to obtain such counsel and knowingly chose not to do so, and executes such release voluntarily, with the intention of fully and finally extinguishing all GBCC Released Matters.

9. Release of Subordinated Lenders. Investors, GBCC (effective for GBCC only upon the consummation of the Private Sale by November 2, 2006

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(which shall include the consummation of the transactions contemplated by the Asset Purchase Agreement)) and Companies (each a "Releasing Party (Subordinated Lenders)" and collectively, the "Releasing Parties (Subordinated Lenders)") hereby release, acquit and forever discharge Subordinated Lenders and each of their respective directors, officers, employees, agents, attorneys, affiliates, successors and assigns ("Subordinated Lenders Released Parties") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, heretofore or hereafter arising from events or occurrences through the date of this Agreement related to the Note Purchase Agreement or the Senior Subordination Agreement, but specifically excluding the right to enforce the terms of this Agreement, WHICH DO OR MAY EXIST, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN other than those matters caused by the gross negligence, willful misconduct or fraud of the Subordinated Lenders Released Parties (the "Subordinated Lenders Released Matters"). Each of the Releasing Parties (Subordinated Lenders) hereby waives any and all rights with respect to the Subordinated Lenders Released Matters which it has or may have under the provisions of Section 1542 of the California Civil Code as now worded and as hereafter amended, or any similar statute, rule or legal principle in effect in any other state, which Section presently reads as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

Each of the Releasing Parties (Subordinated Lenders) agrees that this waiver and release is an essential and material term of this Agreement and that the agreements in this paragraph are intended to be in full satisfaction of any alleged injuries or damages in connection with the Subordinated Lenders Released Matters. Each of the Releasing Parties (Subordinated Lenders) represents and warrants that it has not purported to convey, transfer or assign any right, title or interest in any Subordinated Lenders Released Matter to any other person or entity and that the foregoing constitutes a full and complete release of the Subordinated Lenders Released Matters. Each of the Releasing Parties (Subordinated Lenders) also understands that this release shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated. Each of the Releasing Parties (Subordinated Lenders) has consulted with legal counsel prior to signing this release, or had an opportunity to obtain such counsel and knowingly chose not to do so, and executes such release voluntarily, with the intention of fully and finally extinguishing all Subordinated Lenders Released Matters.

10. Release of Investors and Companies. GBCC and Subordinated Lenders (each a "Releasing Party (Investors and Companies)" and collectively, the "Releasing Parties (Investors and Companies)") hereby release acquit and forever

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discharge the Investors, Randolph Street Partners and each of the directors and officers of the Companies and each of their respective directors, officers, employees, agents, attorneys, affiliates (other than the Companies), successors and assigns (the "Investors Released Parties") and, effective only upon the consummation of the Private Sale (which shall include the consummation of the transactions contemplated by the Asset Purchase Agreement) on or prior to November 2, 2006, the surrender of all Collateral to GBCC pursuant to the terms hereof, the turnover of proceeds of all Prepaid Assets to GBCC (or Subordinated Lenders if GBCC has been paid in full) and application of the same to the outstanding loan balances and the payment of all amounts due to GBCC and the Subordinated Lenders (if any) under the Asset Purchase Agreement which are payable at the closing of the transactions contemplated thereby, hereby release, acquit and forever discharge the Companies and each of their respective affiliates, successors and assigns ("Investors and Companies Released Parties"), in each case of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, heretofore or hereafter arising from events or occurrences through the date of this Agreement related to the Loan Agreement, the Support Agreement, the Senior Subordination Agreement, the other Transaction Documents, or the Note Purchase Agreement, but specifically excluding the right to enforce the terms of this Agreement, WHICH DO OR MAY EXIST, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN other than those matters caused by the gross negligence, willful misconduct or fraud of the Investors Released Parties and Companies Released Parties (the "Investors and Companies Released Matters"); provided, however, the release of the Companies (not the Investors Released Parties) will not be applicable to the extent that any payments by the Companies (not the Investors Released Parties) are subsequently invalidated, avoided, recovered, declared to be a preference or fraudulent conveyance or any indemnification claims arise in connection with any attempts at the foregoing and Companies shall remain liable for the same under Section 13.6 of the Loan Agreement, or otherwise; provided, further, that the contingent liability created by the foregoing proviso shall not prevent the wind-up or dissolution of Holding. Each of the Releasing Parties (Investors and Companies) hereby waives any and all rights with respect to the Investors and Companies Released Matters which it has or may have under the provisions of Section 1542 of the California Civil Code as now worded and as hereafter amended, or any similar statute, rule or legal principle in effect in any other state, which Section presently reads as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

Each of the Releasing Parties (Investors and Companies) agrees that this waiver and release is an essential and material term of this Agreement and that the agreements in

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this paragraph are intended to be in full satisfaction of any alleged injuries or damages in connection with the Investors and Companies Released Matters. Each of the Releasing Parties (Investors and Companies) represents and warrants that it has not purported to convey, transfer or assign any right, title or interest in any Investors and Companies Released Matter to any other person or entity and that the foregoing constitutes a full and complete release of the Investors and Companies Released Matters. Each of the Releasing Parties (Investors and Companies) also understands that this release shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated. Each of the Releasing Parties (Investors and Companies) has consulted with legal counsel prior to signing this release, or had an opportunity to obtain such counsel and knowingly chose not to do so, and executes such release voluntarily, with the intention of fully and finally extinguishing all Investors and Companies Released Matters.

11. Name Change. Answer will file an amendment to its Articles of Incorporation to change its name to a name which is not similar to "Answer Products" no later than November 2, 2006. Answer will provide GBCC and Subordinated Lenders with copies of the amendment to the Articles of Incorporation of Answer prior to the name change and will inform GBCC and Subordinated Lenders when the filing has been completed so that GBCC and Subordinated Lenders can amend their UCC-1 Financing Statements.

12. Counterparts. This Amendment may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, taken together, shall constitute but one and the same agreement.

13. Jury Trial Waiver and Judicial Reference.

(a) THE COMPANIES, GBCC, SUBORDINATED LENDERS AND INVESTORS (I) ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED, AND (II) AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES TO THE EXTENT LEGALLY ENFORCEABLE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT AND/OR ANY AMENDMENTS TO ANY OF THE FOREGOING.

(b) Any and all disputes, claims and controversies arising under this Agreement or any of the Transaction Documents (including, but not limited to, actions arising in contract or tort) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the above jury trial waiver.

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(c) Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.

(d) The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Companies, GBCC, Subordinated Lenders and Investors (each a "Party" and collectively, the "Parties") shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.

(e) If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

(f) The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

(g) Nothing in this Agreement shall be deemed to apply to or limit the right of GBCC or Subordinated Lenders (subject to the terms of the Senior Subordination Agreement) (a) to exercise self help remedies such as (but not limited to) setoff, or (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Bank (including actions in bankruptcy court). GBCC and Subordinated Lenders (subject to the terms of the Senior Subordination Agreement) may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party,

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including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions for judicial reference of any of Dispute.

(h) If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this section of the Agreement until all other Disputes or parts thereof are resolved in accordance with this section of the Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this section of the Agreement, the Parties shall sever the Disputes subject to this section of the Agreement and resolve them in accordance with this section of the Agreement.

(i) Payment of fees charged and costs incurred by the referee in performing the services described in this Agreement shall be split equally by Companies and the other Parties, subject to Companies' indemnification obligations set forth in Section 13.6 of the Loan Agreement (to the extent not released pursuant to Section 10). The compensation of the referee shall not exceed the prevailing rate for like services.

(j) THIS SECTION 13 CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

14. Third Party Beneficiaries. Each of the GBCC Released Parties, the Subordinated Lenders Released Parties, the Investors Released Parties and Investors and Companies Released Parties is an intended third-party beneficiary of the terms of this Agreement and this Agreement will inure to the benefit of and will be enforceable by such persons.

15. Venue and Governing Law. The Parties submit to the jurisdiction of any state or federal district court located in the County of Los Angeles, State of California, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement. Any action by Companies or Investors related to this Agreement shall be filed only in the state or federal district court located in the County of Los Angeles, State of California. Each of the Parties waives any right such Party may have to assert the doctrine of forum non-conveniens or to object to such venue and hereby consents to any court ordered relief. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

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IN WITNESS WHEREOF, The Parties have executed this Agreement by their respective duly authorized officers as of the date first above written.

GUARANTY BUSINESS CREDIT CORPORATION

By: Edward E. Henkel, Jr.
Name: Edward E. Henkel, Jr.
Title: V. P.

ANSWER PRODUCTS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ANSWER HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SPC PARTNERS II, L.P.

By: SPC Management II, LLC
Its: General Partner

By: _____
Its: Managing Director

SPC PARTNERS III, L.P.

By: Swander Pace Capital III, L.P.
Its: General Partner

By: _____
Its: Authorized Signatory

TRADEMARK
REEL: 003552 FRAME: 0866

IN WITNESS WHEREOF, The Parties have executed this Agreement by their respective duly authorized officers as of the date first above written.

GUARANTY BUSINESS CREDIT CORPORATION

By: _____
Name: _____
Title: _____

ANSWER PRODUCTS, INC.,
a California corporation

By: _____
Name: GLENN MILLER
Title: CHIEF EXECUTIVE OFFICER

ANSWER HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: GLENN MILLER
Title: CHIEF EXECUTIVE OFFICER

SPC PARTNERS II, L.P.

By: SPC Management II, LLC
Its: General Partner

By: _____
Its: Managing Director

SPC PARTNERS III, L.P.

By: Swander Pace Capital III, L.P.
Its: General Partner

By: _____
Its: Authorized Signatory

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IN WITNESS WHEREOF, The Parties have executed this Agreement by their respective duly authorized officers as of the date first above written.

GUARANTY BUSINESS CREDIT CORPORATION

By: _____
Name: _____
Title: _____

ANSWER PRODUCTS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ANSWER HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SPC PARTNERS II, L.P.

By: SPC Management II, LLC
Its: General Partner

By: _____
Its: Managing Director

SPC PARTNERS III, L.P.

By: Swander Pace Capital III, L.P.
Its: General Partner

By: _____
Its: Authorized Signatory

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SUNTRUST EQUITY FUNDING, LLC,
both individually and as Subordinate Creditor Collateral Agent

By:_____
Name: Martin Ted Mayden

Title: Manager

CANTERBURY MEZZANINE CAPITAL II, L.P.

By: Canterbury Capital II, L.L.C.,
its General Partner

By:_____
Name: _____
Title: _____

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SUNTRUST EQUITY FUNDING, LLC,
both individually and as Subordinate Creditor Collateral Agent

By:_____
Name: _____
Title: _____

CANTERBURY MEZZANINE CAPITAL II, L.P.

By: Canterbury Capital II, L.L.C.,
its General Partner

By: _____
Name: Daniel R. Hanaker
Title: Member