

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
PNC Bank, National Association		08/16/2007	Association:

RECEIVING PARTY DATA

Name:	V12 Group LLC
Street Address:	245 Fifth Ave
Internal Address:	Fifth Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78595274	AQUANOZZLE
Serial Number:	78544768	WONDER TROLLEY
Registration Number:	2765871	SWITCHBOARD
Registration Number:	2652880	GREATBUYUSA
Registration Number:	2647491	GREATBUYUSA.COM
Registration Number:	2719262	FLEXIHOSE
Registration Number:	2556959	WHOLEFIT
Registration Number:	2628749	BELLA MARCELLO
Registration Number:	2709671	SCREEN TOP
Registration Number:	2355739	DENT NO MORE

CORRESPONDENCE DATA

Fax Number: (416)865-7380
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 78595274

Phone: 416.865.8244
Email: efan@torys.com
Correspondent Name: Torys LLP, Attn: Edward Fan
Address Line 1: 79 Wellington St. W., Suite 3000
Address Line 2: Box 270, TD Centre
Address Line 4: Toronto, Ontario, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:	22764-2014
NAME OF SUBMITTER:	Edward T. Fan
Signature:	/Edward T. Fan/
Date:	08/17/2007

Total Attachments: 2
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TO: V12 GROUP LLC ("Grantor")

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Grantor entered into a Revolving Credit and Security Agreement dated December 7, 2005 (as amended, extended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") having the undersigned as Collateral Agent for the lenders from time to time party to the Loan Agreement;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning specified in the Loan Agreement;

WHEREAS, pursuant to the Loan Agreement Grantor granted to undersigned a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether then presently existing or thereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name then held or thereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks then held or thereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Appendix I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and
- (ii) all products and proceeds of the foregoing, including, without limitation, all products and proceeds of any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Appendix I annexed hereto, or for injury to the goodwill associated with any Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Loan Agreement, the undersigned hereby releases and discharges continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral granted to the undersigned by Grantor.

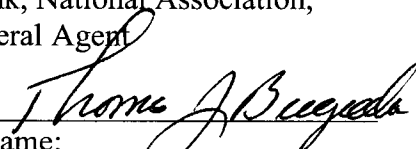
Dated: August 16, 2007

PNC Bank, National Association,
as Collateral Agent

By:

Name:

Title:


THOMAS J. BUGIEDA
VICE PRESIDENT

Appendix 1

<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
AQUANOZZLE	78/595,274
WONDER TROLLEY	78/544,768
SWITCHBOARD	2,765,871
GREATBUYUSA	2,652,880
GREATBUYUSA.COM	2,647,491
FLEXIHOSE	2,719,262
WHOLEFIT	2,556,959
BELLA MARCELLO	2,628,749
SCREEN TOP	2,709,671
DENT NO MORE	2,355,739