

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral (Releases R/F: 3008/0032)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMAC Commercial Finance LLC		08/14/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Fourth Phase Ltd.		
Street Address:	539 Temple Hill Road		
City:	New Windsor		
State/Country:	NEW YORK		
Postal Code:	12553		
Entity Type:	COMPANY: NOVA SCOTIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1885332	VALMARK	
Registration Number:	1900911	OBIE'S	
Registration Number:	1986581	THE OBIE COMPANY	
Registration Number:	1997035	XESCAN	
Registration Number:	2206367		
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0840		

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TRADEMARK
REEL: 003624 FRAME: 0553

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	09/19/2007
Total Attachments: 5 source=TM Release 3008-0032#page1.tif source=TM Release 3008-0032#page2.tif source=TM Release 3008-0032#page3.tif source=TM Release 3008-0032#page4.tif source=TM Release 3008-0032#page5.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of August 14, 2007 by GMAC Commercial Finance LLC, as agent for the Lenders ("Agent"), in favor of Fourth Phase Ltd., a company organized under the Laws of Nova Scotia (the "Company"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Agent, Lenders, and the Company are parties to (i) a certain Revolving Loan and Security Agreement, dated as of February 20, 2001, as amended and restated on each of July 8, 2004 and January 6, 2006 and as amended on March 28, 2006 (the "Credit Agreement"); (ii) a certain Intellectual Property Security Agreement as of February 20, 2001 (the "IP Security Agreement"); (iii) a certain Security Agreement dated July 8, 2004 (the "Security Agreement"); (iii) a certain Trademark Grant of Security dated as of July 8, 2004 (the "Trademark Security Agreement"); and (iv) a certain Trademark Grant of Security dated as of January 5, 2006 (the "2006 Trademark Security Agreement"), pursuant to which the Company has granted a security interest to Agent in, among other things, certain trademarks as security for the Obligations, including the trademarks set forth on Schedule A hereto; and

WHEREAS, the Security Agreement was filed Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 16, 2004 in the Trademark Division, Reel 3008, Frame 0032;

WHEREAS, the Company has requested that Agent release its security interest in the Trademark Collateral (as such term is defined herein below) and reassign the same to the Company.

NOW THEREFORE, for good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged:

SECTION 1. Agent hereby unconditionally terminates, releases and extinguishes all of its security interest in and to all of the Company's entire right, title and interest in, to, and under all of the following assets (all of which being hereinafter referred to as the "Trademark Collateral"):

(a) all of the domestic and foreign trademarks, service marks, collective marks, certification marks, trade name, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor and registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Company relating to the distribution of products and services in connection with which any of such marks are used.

SECTION 2. FURTHER ASSURANCES. Agent agrees to provide the Company with any information and additional authorization, and will execute any documents necessary to effect, record, and perfect the release of the Agent's security interest in the Trademark Collateral.

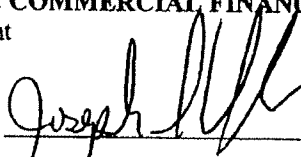
SECTION 3. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first above written.

GMAC COMMERCIAL FINANCE LLC
as Agent

By:



Name:

JOSEPH SKAFEROWSKY

Title:

DIRECTOR

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York ss.

On this 16 day of August, 2007, the undersigned, personally appeared, is personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Wynanda Rosenberg
Notary Public

{seal}

WYNANDA ROSENBERG
NOTARY PUBLIC, State of New York
No. 31-4519486
Qualified in New York County, 2010
Commission Expires March 30,

SCHEDULE A

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

Trademark	App. No.	Reg. No.
VALMARK	74501243	1885332
OBIE'S	74540829	1900911
THE OBIE COMPANY	74581069	1986581
XESCAN	74731484	1997035
Design	75165163	2206367