

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Technology Growth Capital, Inc.		10/11/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PoshTots, Inc.		
Street Address:	150 South US Highway One		
Internal Address:	Suite 500		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33477		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3092160	POSHTOTS	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	025717.000 TT POSH JES/KA		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

OP \$40.00 3092160

Date:

10/17/2007

Total Attachments: 2

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 11, 2007, is made by Hercules Technology Growth Capital, Inc. (the "Secured Party").

WHEREAS, pursuant to the Senior Loan and Security Agreement dated July 11, 2006 ("Loan Agreement"), PoshTots, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on September 12, 2006 at Reel 3388 and Frame 0227; and

WHEREAS, as Grantor is repaying in full all outstanding loans, along with accrued and unpaid interest then due and other fees and expenses owed by Grantor to the Secured Party under the Loan Agreement, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

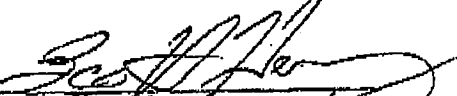
NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Hercules Technology Growth Capital, Inc.

By: 
 Name: Scott H. Warkye
 Title: Chief Legal Officer

Schedule A

**PoshTots, Inc.
(Virginia Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by PoshTots, Inc.
In Favor of Hercules Technology Growth Capital, Inc.
Recorded 09/12/06 at Reel 3388 Frame 0227**

Registered Mark

Mark	Registration No.	Registration Date
POSHTOT\$ and Design	3092160	05/16/06

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