

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
JP MORGAN CHASE BANK		12/11/2007	A NATIONAL BANKING ASSOCIATION (AS SUCCESSOR IN INTEREST TO BANK ONE, N.A.):

RECEIVING PARTY DATA

Name:	STEARNS, INC.
Street Address:	1100 Stearns Drive
City:	Sauk Rapids, MN
State/Country:	MINNESOTA
Postal Code:	56302
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1078289	STEARNS MARKS OF EXCELLENCE
Registration Number:	1115565	STEARNS
Registration Number:	1578879	STEARNS
Registration Number:	1560763	STEARNS MARK OF EXCELLENCE
Registration Number:	2132072	MAD DOG GEAR

CORRESPONDENCE DATA

Fax Number: (212)245-3009

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-519-5192

Email: skaplan@kanekessler.com

Correspondent Name: Susan S. Kaplan

Address Line 1: 1350 Avenue of the Americas

Address Line 2: Kane Kessler, P.C.

TRADEMARK

REEL: 003680 FRAME: 0153

900094368

OP \$140.00 1078289

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 4902-59

NAME OF SUBMITTER: Susan S. Kaplan

Signature: /susan s. kaplan/

Date: 12/17/2007

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of August 8, 2007, from JPMORGAN CHASE BANK, N.A., a national banking association (as successor in interest to BANK ONE, N.A.), as Secured Party (the "Secured Party") for certain banks and other financial institutions (the "Lenders"), to STEARNS INC., a Minnesota corporation ("Debtor").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of March 25, 2003, made by the Debtor in favor of the Secured Party (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Debtor to the Secured Party and the Lenders in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 25, 2003, among the Secured Party and the Debtor (the "Trademark Security Agreement"), the Debtor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Secured Party specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 6, 2003, at Reel 2727 and Frame 0714; and

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

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

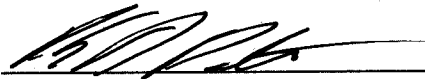
1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning provided by reference in the Trademark Security Agreement and shall include all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure 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.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of December 11, 2007.

JPMORGAN CHASE BANK, N.A.
as Secured Party

By: 
Name: Kevin Padgett
Title: Vice President

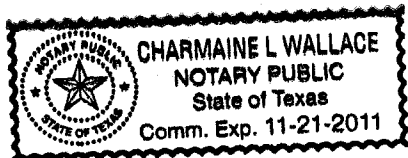
STATE OF Texas)
)
COUNTY OF Dallas)

ss.:

On this 11 day of December, 2007, before me personally appeared
Kevin Padgett to me known who, being by me duly sworn, did depose and say that
he/she is Vice President of JPMORGAN CHASE BANK, N.A., described herein
and which executed the foregoing instrument, and that he/she signed his/her name thereto
pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.

Charmaine L. Wallace
Notary Public

(Affix Seal Below)



Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
STEARNS MARKS OF EXCELLENCE	1,078,289
STEARNS	1,115,565
STEARNS	1,578,879
STEARNS MARK OF EXCELLENCE	1,560,763
MAD DOG GEAR	2,132,072
STEARNS OUTDOORS	2,294,689