

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
American Capital Financial Services, Inc.		02/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pasternack Enterprises, Inc.		
Street Address:	1851 Kettering		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2366086	PE	
Registration Number:	2377077	PASTERNAK ENTERPRISES	
Registration Number:	2368149	PE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00285		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$90.00 2366086

Signature:

/Carole Dobbins/

Date:

02/14/2008

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of February 14, 2008 (“Effective Date”) by American Capital Financial Services, Inc., a Delaware corporation, with its principal office at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland (the “Grantee”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Pasternack Enterprises, Inc., a Delaware corporation with its principal office at 1851 Kettering, Irvine, CA 92614 (“Grantor”), and Grantee dated December 24, 2004, (the “Trademark Security Agreement”), Grantor granted to Grantee a continuing security interest in and to all of Grantor’s right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, owned by Grantor (collectively, the “Trademark Collateral”), including, without limitation, the United States Patent and Trademark Office registrations set forth on Schedule A attached hereto; and

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Senior Security Agreement (the “Security Agreement”) and that certain Note and Equity Purchase Agreement (as amended, restated, or otherwise modified, the “Note and Equity Purchase Agreement”), each by and among Grantor, Grantee and the other signatories thereto, and each dated December 24, 2004; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 27, 2004 at Reel 2999, Frame 0802 and at Reel 2999, Frame 0793; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee pursuant to that certain Payoff Letter, dated February 13, 2008.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, the Senior Security Agreement, the Note and Equity Purchase Agreement and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral. Notwithstanding anything to the contrary herein, all obligations that, by the express terms of the Note and Equity Purchase Agreement and the Security Agreement, survive the payment of the obligations owing thereunder and the termination thereof, including, but not limited to indemnity obligations, shall remain in full force and effect for the length of any applicable statute of limitations.

Grantee represents and warrants that it has the full power and authority to execute this Release.

Grantee shall, at Grantor’s expense, take all further actions, and provide to Grantor, Grantor’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

AMERICAN CAPITAL FINANCIAL SERVICES, INC.



Name: Frank B. Do

Title: Senior Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

1 Serial #: 75665407 Filing Dt: 03/22/1999 Reg #: 2366086 Reg. Dt: 07/11/2000
Mark: PE

2 Serial #: 75665549 Filing Dt: 03/22/1999 Reg #: 2377077 Reg. Dt: 08/15/2000
Mark: PASTERNAK ENTERPRISES

3 Serial #: 75666752 Filing Dt: 03/23/1999 Reg #: 2368149 Reg. Dt: 07/18/2000
Mark: PE