

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 |
|-----------------------------------|----------|----------------|-------------------------------------|
| LaSalle Bank National Association | | 02/27/2008 | National Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------|
| Name: | The Antioch Company |
| Street Address: | 888 Dayton Street |
| City: | Yellow Springs |
| State/Country: | OHIO |
| Postal Code: | 45387 |
| Entity Type: | CORPORATION: OHIO |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 1224180 | ANTIOCH |
| Registration Number: | 1548257 | ANTIOCH |
| Registration Number: | 2620592 | ANTIOCH |
| Registration Number: | 2555767 | GALLERY EDITION |
| Registration Number: | 2449649 | KEEPSAKE EXPRESSIONS |
| Registration Number: | 2828920 | NATURALS |
| Registration Number: | 2312663 | PLACEKEEPER |
| Registration Number: | 1480777 | PHOTIQUE |
| Registration Number: | 2696168 | POWER POUCH |
| Registration Number: | 2624162 | REFLECTIONS OF COLOUR |
| Registration Number: | 1498632 | TAB-MARKS |

CORRESPONDENCE DATA

Fax Number: (612)632-4444

900106953

**TRADEMARK
 REEL: 003780 FRAME: 0232**

CH \$290.00 1224180

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

Phone: 612-632-3000
Email: trademark@gpmlaw.com
Correspondent Name: Lori L. Wiese-Parks
Address Line 1: P.O. Box 2906
Address Line 4: Minneapolis, MINNESOTA 55402-0906

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 82832 |
| NAME OF SUBMITTER: | Lori L. Wiese-Parks |
| Signature: | /Lori L. Wiese-Parks/ |
| Date: | 05/20/2008 |

Total Attachments: 4
source=LaSalle Bank#page1.tif
source=LaSalle Bank#page2.tif
source=LaSalle Bank#page3.tif
source=LaSalle Bank#page4.tif

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

UCC Direct
a Wolters Kluwer business
P. O. Box 29071
Glendale, CA 91209-9071

OH 85
13622534

SECRETARY OF STATE
2008 MAR -4 PM 3:46
CLIENT SERVICE CENTER

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
OH00114200758 Filed: 04-18-07

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

The assets of the Debtor sold to Trends International, LLC pursuant to the Asset Purchase Agreement, dated as of February 15, 2008, between the Debtor, as seller, and Trends International, LLC, as purchaser (the "Purchase Agreement"). A copy of the Purchase Agreement is on file with the Debtor.

All other collateral shall continue to remain subject to the original financing statement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor if this is an Assignment) if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
LaSalle Bank National Association, as Administrative Agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filing Jurisdiction: Secretary of State of Ohio Debtor: The Antioch Company

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 09/22/02)

CHI 4169260v.1

February 27, 2008

The Antioch Company
888 Dayton Street
Yellow Springs, Ohio 45387

Ladies and Gentlemen:

This letter is being delivered to you in connection with (i) the Credit Agreement dated as of April 17, 2007 (as amended, consented, supplemented or otherwise modified from time to time, the "Credit Agreement") among The Antioch Company, as borrower (the "Borrower"), the lenders from time to time party thereto (collectively, the "Lenders") and LaSalle Bank National Association, as administrative agent (in such capacity, the "Administrative Agent") and (ii) the Pledge and Security Agreement dated as of April 17, 2007 (as amended, consented, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") and together with the Credit Agreement, the "Credit Documents") among the Borrower, the subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. Capitalized terms used herein but not defined herein have the respective meanings given to them in the Credit Agreement.

The Borrower has informed the Administrative Agent and the Lenders of the sale or disposition (the "Publishing Sale") by the Borrower of certain assets identified in that certain Asset Purchase Agreement (the "Publishing Sale Agreement") dated as of February 15, 2008 between the Borrower and Trends International, L.L.C. (the "Buyer").

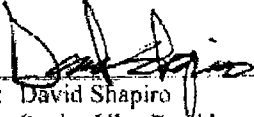
Pursuant to the Credit Documents and the authorizations received by the Administrative Agent from the Lenders in connection therewith, the Administrative Agent hereby releases all of the liens and security interests in the "Collateral" (as defined in the Pledge and Security Agreement) being sold or disposed by the Borrower to the Buyer pursuant to the Publishing Sale Agreement; provided, however, that the Administrative Agent does not release its security interest in and upon, and the Borrower hereby reaffirms the Administrative Agent's continuing security interest in and upon, all proceeds from the Publishing Sale, including, without limitation, (x) any cash consideration; and (y) all of the Borrower's other claims, rights and interests in, to and under the Publishing Sale Agreement and related "Escrow Agreement" and "Escrow Fund" (in each case as such terms are defined in the Publishing Sale Agreement).

Furthermore, the Administrative Agent hereby agrees, at your reasonable request or at the request of the Buyer and solely at your cost and expense, at any time and from time to time, to (i) promptly deliver or authorize the filing of, such further instruments and documents (including, without limitation, lien releases, Uniform Commercial Code statements of amendment, and reconveyancing documents) as are in form and substance reasonably satisfactory to the Administrative Agent and (ii) take all such actions as may be reasonably necessary or appropriate in order to more effectively evidence, confirm or carry out such release.

[Signature Page Follows]

IN WITNESS WHEREOF, undersigned has delivered this letter as of the date first above
written.

LASALLE BANK NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: David Shapiro
Title: Senior Vice President

SCHEDULE A

| <u>Service Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------------------|------------------------|-------------------------|
| ANTIOCH | 1,224,180 | 1/18/83 |
| ANTIOCH | 1,548,257 | 7/18/89 |
| ANTIOCH | 2,620,592 | 9/17/02 |
| GALLERY EDITION | 2,555,767 | 4/02/02 |
| KEEPSAKE EXPRESSION | 2,449,649 | 5/08/01 |
| NATURALS | 2,828,920 | 4/06/04 |
| PLACEKEEPER | 2,312,663 | 1/25/00 |
| PHOTIQUE | 1,480,777 | 3/15/88 |
| POWER POUCH | 2,696,168 | 3/11/03 |
| REFLECTIONS OF COLOUR | 2,624,162 | 9/24/02 |
| TAB-MARKS | 1,498,632 | 8/02/88 |

GP:2362420 v1