

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel 3547, Frame 0521										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 15%;">Execution Date</th> <th style="width: 10%;">Entity Type</th> </tr> <tr> <td>General Electric Capital Corporation, as Administrative Agent</td> <td></td> <td>05/16/2008</td> <td>CORPORATION:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	General Electric Capital Corporation, as Administrative Agent		05/16/2008	CORPORATION:			
Name	Formerly	Execution Date	Entity Type								
General Electric Capital Corporation, as Administrative Agent		05/16/2008	CORPORATION:								
<b>RECEIVING PARTY DATA</b>											
Name:	E&B Giftware LLC										
Street Address:	4 Executive Plaza										
City:	Yonkers										
State/Country:	NEW YORK										
Postal Code:	10701										
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE										
<b>PROPERTY NUMBERS Total: 15</b>											
Property Type	Number	Word Mark									
Serial Number:	73189068	LOOK-A-LITE									
Serial Number:	75728130	CURLY-Q									
Serial Number:	76166627	STICKITY									
Serial Number:	76166630	DINERETTES									
Serial Number:	76427648	PLANT HUGGERS									
Serial Number:	76278388	FIFTH AVENUE									
Serial Number:	76608058	GRILL TEK									
Serial Number:	76608059	NAPA ESSENTIALS									
Serial Number:	75902602	MICRO MOVER									
Serial Number:	76244528	TECH TAG									
Serial Number:	76627883	COUNTRY PROVENÇAL									
Serial Number:	76674501	PERFECT SOLUTIONS									
Serial Number:	76673490	VOICEBOX!									

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**TRADEMARK**  
**REEL: 003783 FRAME: 0758**

Serial Number:	76675700	CONTROL-YOUR-MAN
Serial Number:	76675730	CONTROL-YOUR-WOMAN

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-572-4691  
Email: jhannon@kslaw.com  
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ATTORNEY DOCKET NUMBER:	09631.009128
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NAME OF SUBMITTER:	James M. Hannon
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Signature:	/James M. Hannon/
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Date:	05/19/2008
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Total Attachments: 5  
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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of May 16, 2008, from General Electric Capital Corporation ("GE Capital"), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and L/C Issuers, (as defined in the Credit Agreement referred to below) to E&B Giftware LLC, a Delaware limited liability company ("Grantor").

WITNESSETH:

WHEREAS, pursuant to a Trademark Security Agreement dated as of May 15, 2007 in favor of GE Capital (the "Trademark Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to GE Capital in the Trademark Collateral (as defined in the Trademark Collateral Agreement);

WHEREAS, the Trademark Collateral Agreement was recorded in the United States Patent and Trademark Office, at Reel 3547, Frame 0521 recorded on May 22, 2007; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed in the Trademark Collateral Agreement;

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


1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Collateral Agreement.
2. Release of Security Interest. GE Capital hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral including the Trademark Collateral listed in Exhibit 1 attached hereto. Any and all right, title, or interest of GE Capital in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.
3. Further Assurances. The Agent 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 in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION

as Agent

By:

  
Name: K. Christopher Gable

Name:

Duly Authorized Signatory

**EXHIBIT 1****1. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Appl. #</b>	<b>Filing Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Current Owner of Record</b>	<b>Jurisdiction</b>
LOOK-A-LITE	73/189,068	10/12/1978	1,137,903	7/15/1980	E&B Giftware LLC	U.S.A.
CURLY-Q	75/728,130	6/14/1999	2,550,526	3/19/2002	E&B Giftware LLC	U.S.A.
STICKITY	76/166,627	11/16/2000	2,630,291	10/8/2002	E&B Giftware LLC	U.S.A.
DINERETTES	76/166,630	11/16/2000	2,630,292	10/8/2002	E&B Giftware LLC	U.S.A.
PLANT HUGGERS	76/427,648	7/5/2002	2,728,921	6/24/2003	E&B Giftware LLC	U.S.A.
FIFTH AVENUE	76/278,388	6/29/2001	2,872,118	8/10/2004	E&B Giftware LLC	U.S.A.
GRILL TEK	76/608,058	8/20/04	3,151,350	10/3/2006	E&B Giftware LLC	U.S.A.
NAPA ESSENTIALS	76/608,059	8/20/2004	3,184,246	12/12/2006	E&B Giftware LLC	U.S.A.
MICRO MOVER	75/902,602	1/24/2000	2,583,149	6/18/2002	E&B Giftware Inc.	U.S.A.
TECH TAG	76/244,528	4/20/2001	2,696,446	3/11/2003	E&B Giftware Inc.	U.S.A.
L'OBJET & LE VIN	1945161	11/8/00	1945161	4/30/2002	E&B Giftware, Inc.	European Union (CTM)

**2. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Appl. #</b>	<b>Filing Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Current Owner of Record</b>	<b>Jurisdiction</b>
COUNTRY PROVENCAL (Stylized)	76/627,883	1/13/2005			E&B Giftware LLC	U.S.A.
PERFECT SOLUTIONS	76/674,501	3/2/2007			E&B Giftware LLC	U.S.A.

<b>Mark</b>	<b>Appl. #</b>	<b>Filing Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Current Owner of Record</b>	<b>Jurisdiction</b>
VOICEBOX! (Stylized)	76/673,490	3/2/2007			E&B Giftware LLC	U.S.A.
CONTROL-YOUR-MAN	76/675,700	4/19/2007			E&B Giftware LLC	U.S.A.
CONTROL-YOUR-WOMAN	76/675,730	4/19/2007			E&B Giftware LLC	U.S.A.

### 3. **IP LICENSES**

1. GMNAO License Agreement, effective January 1, 2004, between General Motors Corporation and E&B Giftware LLC for use of certain Hummer marks (including emblems and vehicle body designs, models and other marks) in connection with the Licensed Products.
2. Trademark License Agreement for Canada, dated July 1, 1993, between Samsonite Corporation and E&B Giftware, as amended, for use of various Samsonite, Royal Traveller [and American Tourister] marks in connection with the Approved Products. [Third Amendment (April 1, 1999) amends and restates Agreement and Schedule 1.21 to include American Tourister marks.]
3. Trademark License Agreement, dated July 1, 1993, between Samsonite Corporation and E&B Giftware, Inc., as amended, for use of various Samsonite, Royal Traveller, EZ Go [and American Tourister] marks in connection with the Approved Products [First Amendment (October 5, 1998) amends and restates Schedule 1.14 to include American Tourister marks, and Fourth Amendment (November 25, 2003) amends and restates Schedule 1.14, which includes the American Tourister marks.]
4. Trademark License Agreement for the United Kingdom and France, dated January 1, 1995, between Samsonite Corporation and E&B Giftware, Inc., as amended, for use of various Samsonite, Royal Traveller [and American Tourister] marks in connection with the Approved Products [First Amendment (January 1, 1999) terminates May 1, 1997 American Tourister agreement and amends and restates Schedule 1.1, which includes American Tourister marks for use in the UK.]
5. Agreement, dated April 28, 1995, between Salutron, Inc. and E&B Giftware LLC, where Salutron, Inc. will supply E&B Giftware LLC with heart rate watches based on Salutron's proprietary ECG technology for sales and distribution.
6. Trademark License Agreement dated December 29, 2003 between Travel Sentry, LLC and E&B Giftware LLC for use of certain Travel Sentry trademarks.

7. Trademark License Agreement dated January 1, 2006 between Samsonite Corporation and E&B Giftware LLC for use of certain Samonsite, Royal Traveller and American Tourister trademarks.
8. Trademark License Agreement dated April 11, 2005 between MTV Networks and E&B Giftware LLC for use of certain SpongeBob Squarepants trademarks.
9. Trademark License Agreement dated January 1, 2007 between Masterfoods USA, a Division of Mars, Incorporated and E&B Giftware LLC for use of certain M&M's trademarks.
10. Patent and Trademark License Agreement dated January 17, 2006 between HydraCoach, Inc. and E&B Giftware LLC for the right to produce and sell products based on Patent #6,212,959 and all foreign patents, divisions, continuations, continuations-in-part, reissues and reexaminations and the right to use HydraCoach Hydration Monitors (and design) trademarks.