

RE

09-30-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 08/08)
OMB Collection 0651-0027 (exp. 9/30/2008)



DOCUMENT ID
900116879A

RE

103527390

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-28-08

1. Name of conveying party(ies):
CC TRADEMARKS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: CALIFORNIA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: IPGI INTERNATIONAL, INC.
 Internal
 Address: #D3A
 Street Address: 860 VIA DE LA PAZ
 City: PACIFIC PALISADES
 State: CALIFORNIA
 Country: UNITED STATES Zip: 90272

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CALIFORNIA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) SEPTEMBER 1, 2008

Assignment Merger
 Security Agreement Change of Name
 Other RELEASE BY SECURED PARTY

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)
B. Trademark Registration No. (s)
2355422; 2674413; 2785313

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

COUNTER CULTURE AND CC DESIGN TRADEMARK REGISTRATIONS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: DONALD S. GRIER
 Internal Address: _____
 Street Address: 1098 PINE COUNTRY COURT
 City: PRESCOTT
 State: ARIZONA Zip: 86303
 Phone Number: 928-717-2218
 Fax Number: 928-717-0160
 Email Address: DSG.LAW@MSN.COM

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$-0-

Authorized to be charged to deposit account
 Enclosed PAYMENT MADE BY CREDIT CARD

8. Payment Information: PREVIOUSLY PER
 ETAS ID: TM125580
 RECEIPT DATE: 9/24/08
 Deposit Account Number # 90.00
 Authorized User Name _____

9. Signature: SEPTEMBER 25, 2008

Signature _____ Date _____
 DONALD S. GRIER
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This Termination of Trademark Security Agreement (the "Agreement") is made and entered into as of September 1, 2008, by and between IPGI International, Inc., a California corporation ("Debtor"), and CC Trademarks, Inc., a California corporation ("Secured Party").

10/1/08 Whereas, Debtor and Secured Party are parties to a Trademark Security Agreement dated 2003 (hereinafter Trademark Security Agreement; and

Whereas, all requirements of the underlying promissory note and other agreements between the parties which served as the basis of the Trademark Security Agreement have been fulfilled; and

Whereas, the parties now wish to terminate the Trademark Security Agreement.

In consideration of the premises and the promises and covenants contained in this Agreement, and for other good and valuable consideration, Debtor and Secured Party hereby agree with each other as follows:

1. Termination of Security Interest. Pursuant to Section 4 of the Trademark Security Agreement, Secured Party hereby terminates its security interest in and to the collateral and trademarks described in Section 2 of this Agreement and hereby terminates the Trademark Security Agreement.


2. Collateral. The collateral to which the security interest granted pursuant to Section 1 above applies and attaches consists of all right, title and interest of Debtor in and to the trademarks listed on Exhibit A attached hereto, including all applications, registrations and recordings relating to the foregoing, and all reissues, renewals and extensions thereof, whether with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other office or agency in another jurisdiction, together with the goodwill of the business symbolized by the trademarks and all proceeds of same to secure all of Debtor's obligations and indebtedness now or hereafter owing Secured Party under the Note. (hereinafter referred to as the "Collateral").

3. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Termination of Trademark Security Agreement as of the date first above written.

IPGI INTERNATIONAL, INC.

CC TRADEMARKS, INC.


By: _____
Its: president



By: _____
Its: PRESIDENT

EXHIBIT A

TRADEMARKS

U.S. Trademark Registration No. 1,861,878
(COUNTER CULTURE, Class 25)

U.S. Trademark Registration No. 2,355,422
(CC (stylized), Classes 18 and 25)

U.S. Trademark Registration No. 2,674,413
(CC & Design), Classes 9, 18 and 25)

U.S. Trademark Registration No. 2,785,313
(COUNTER CULTURE, Classes 18 and 25)