

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
Hilco Financial, LLC		07/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Access Distribution, Inc.		
Street Address:	521 Searls Avenue		
Internal Address:	Suite B		
City:	Nevada City		
State/Country:	CALIFORNIA		
Postal Code:	95959		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74351415	SWAG	
Serial Number:	74585186	PROM	
CORRESPONDENCE DATA			
Fax Number:	(415)773-5759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-773-5700		
Email:	sking@orrick.com		
Correspondent Name:	Shannon S. King		
Address Line 1:	405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	21928-2		
NAME OF SUBMITTER:	Shannon S. King		

CH \$65.00 74351415

Signature:	/Shannon S. King/
------------	-------------------

Date:	01/09/2009
-------	------------

<p>Total Attachments: 4 source=Release and Reassignment - ORIG#page1.tif source=Release and Reassignment - ORIG#page2.tif source=Release and Reassignment - ORIG#page3.tif source=Release and Reassignment - ORIG#page4.tif</p>
--

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "Release") is made as of July __, 2008, by HILCO FINANCIAL, LLC, a Delaware limited liability company ("Lender"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement referred to hereinbelow.

WITNESSETH:

WHEREAS, Lender and Access Distribution, Inc., a Delaware corporation company ("Grantor"), are parties to (i) a certain Credit Agreement, dated as of August 18, 2006, as amended (as so amended, the "Credit Agreement"); (ii) a certain Trademark Security Agreement dated as of August 18, 2006 (the "Trademark Security Agreement") and (iii) a certain General Security Agreement dated as of August 18, 2006, pursuant to which Grantor has granted a security interest to Lender in, and a collateral assignment to Lender of, among other things, the Trademarks and Licenses (in each case as such terms are defined below) as security for the Obligations, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on September 29, 2006, in the Trademark Division at Reel 003399, Frame 0882; and

WHEREAS, Grantor has requested that Lender release its security interest in the "Trademark Collateral" (as such term is defined herein below) and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "Trademark Collateral"):

(a) all trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

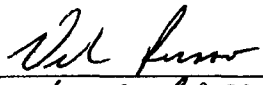
(b) all rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 1 attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such trademark license agreements or service mark license agreements (all of foregoing are sometimes hereinafter individually and/or collectively referred to as the "Licenses").

2. Lender hereby reassigns, grants and conveys to Grantor without any representation, recourse or undertaking whatsoever by Lender, all of Lender's right, title and interest, if any, in and to the Trademark Collateral.

*– Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HILCO FINANCIAL, LLC, a Delaware limited liability company

By: 
Name: VICME RUSSO
Title: AUTHORIZED SIGNATORY.

SCHEDULE A
TO
RELEASE AND REASSIGNMENT

MARK	COUNTRY	REGISTRATION NO.	RENEWAL BEGIN DATE
PROM	USA	1,994,102	8/13/2005
SWAG	USA	1,981,840	6/25/2006