

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
Wells Fargo Bank, National Association Acting Through Its Wells Fargo Business Credit Operating Division		04/30/2009	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	O'Bryan Bros., Inc.
Street Address:	4220 West Belmont Avenue
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60641
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0786469	LORRAINE
Registration Number:	1151788	CUDDL DUDS
Registration Number:	1876003	CUDDL KIDS
Registration Number:	2121879	WARM N' SILKY
Registration Number:	2702896	WARM & CUDDL
Registration Number:	2828244	CLIMATESMART
Registration Number:	2857672	ANNIQUE
Registration Number:	2858932	CUDDL JOHNS
Registration Number:	3016078	WARM ESSENTIALS
Registration Number:	3163320	CHILL CHASERS
Registration Number:	3115112	HIDDEN ASSETS
Serial Number:	78713790	COMFORTECH

OP \$340.00 0786469

Serial Number:

78917390

CHILL CHASERS

CORRESPONDENCE DATA

Fax Number: (908)725-7088

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

Phone: 908-722-5640

Email: officeactions@br-tmlaw.com, m.selinka@br-tmlaw.com

Correspondent Name: Stephen L. Baker

Address Line 1: 575 Route 28, Suite 102

Address Line 2: Baker and Rannells, P.A.

Address Line 4: Raritan, NEW JERSEY 08869

NAME OF SUBMITTER:

Moira J. Selinka

Signature:

/Moira J. Selinka/

Date:

05/01/2009

Total Attachments: 4

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TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY
INTERESTS IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS ("Release") made as of the 30th day of April, 2009 by Wells Fargo Bank, National Association Acting Through Its Wells Fargo Business Credit Operating Division, with its mailing address at 100 East Wisconsin Avenue, MAC N9811-143, Milwaukee, Wisconsin 53202 ("Wells Fargo"), and for O'Bryan Bros., Inc., a corporation of the State of Illinois, with a mailing address of 4220 West Belmont Avenue, Chicago, IL 60641-4620 ("O'Bryan").

WITNESSETH

WHEREAS, Wells Fargo and O'Bryan entered into a certain Patent and Trademark Security Agreement dated as of July 9, 2008 (the "Security Agreement"), by which O'Bryan granted to Wells Fargo a lien on and continuing security interest in, among other things, trademarks, service marks, trademark registrations and trademark applications (listed on Schedule A hereto), trade names, and the goodwill of the business connected therewith and symbolized thereby, as security for, among other things, the payment and performance in full of the Indebtedness (capitalized used herein are defined as in the Security Agreement);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on September 15, 2008, at Reel 3853, Frame 0385;

WHEREAS, O'Bryan has requested that Wells Fargo accept payment in full of all Indebtedness and terminate and release its security interest in and lien on O'Bryan's said trademarks, as described below, and reassign the same to O'Bryan;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is agreed as follows:

1. Wells Fargo does hereby release and terminate all liens and security interests in all the following properties of O'Bryan which were granted, bargained, sold, transferred, assigned, mortgaged and pledged to Wells Fargo as collateral security for the Indebtedness under and pursuant to the Security Agreement, and Wells Fargo hereby without recourse and without representation or warranty of any kind, assigns, sells, conveys, grants, sets over, transfers and releases to O'Bryan any other and all of Wells Fargo's right, title and interest, if any, in and to the following, purportedly owned by O'Bryan whether at the time of said grant, assignment, mortgage and pledge under and pursuant to the Security Agreement or hereafter acquired:

A.) the United States trademarks listed on Schedule A attached hereto and made a part hereof and all other trademarks (including service marks), trademark registrations, trademark applications and trade names in the United States in each case (i) including all or a significant or meaningful part of, or (ii) constituting a variant or derivative of, or (iii) not readily distinguishable from, the marks listed in Schedule A, along with any and all (iv) renewals thereof, (v) income, royalties, damages and payments now and hereafter due or payable with

respect thereto, including without limitation damages, claims and payments for past or future infringements thereof, (vi) rights to sue for past, present, or future infringements thereof, and (vii) trademarks, trademark registrations and trade name applications for any thereof and any other rights corresponding thereto (collectively the "Trademarks");

B.) the entire goodwill of O'Bryan's business connected with the use of and symbolized by the Trademarks;

C.) licenses whereby O'Bryan has granted, or O'Bryan grants to another party, the right to exploit or use any Trademark; and

D.) all proceeds of and accessions to any and all of the foregoing (the "Proceeds").

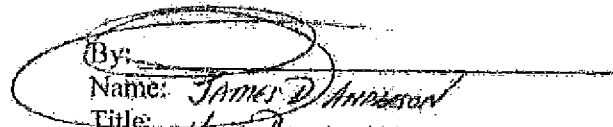
2. The parties hereto, Wells Fargo and O'Bryan, do hereby cancel and terminate the Security Agreement and all rights and obligations of the parties thereunder.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. The Release shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION ACTING
THROUGH ITS WELLS FARGO BUSINESS CREDIT
OPERATING DIVISION,

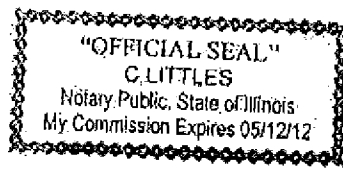
By: 
Name: *JAMES D. ANDERSON*
Title: *VICE PRESIDENT*

STATE OF Illinois)
)
COUNTY OF Cook) ss:

On this 30th day of April, 2009, before me personally came Jim Anderson, to me known, who being by me duly sworn, did depose and say that (s)he is the Vice President, of Wells Fargo Bank, National Association Acting Through Its Wells Fargo Business Credit Operating Division; the national association described in and which executed the above instrument; that (s) he has been authorized to execute said instrument on behalf of said national association; and that (s)he signed said instrument on behalf of said national association pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

[Signature]
Notary Public



SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
LORRAINE	786,469	March 9, 1965
CUDDL DUDS	1,151,788	April 21, 1981
CUDDL KIDS	1,876,003	Jan. 24, 1995
WARM N' SILKY	2,121,879	Dec. 16, 1997
WARM & CUDDLY	2,702,896	April 1, 2003
CLIMATESMART	2,828,244	March 30, 2004
ANNIQUE	2,857,672	June 29, 2004
CUDDLE JOINS	2,858,932	June 29, 2004
WARM ESSENTIALS	3,016,078	Nov. 13, 2005
CHILL CHASERS	3,163,320	Oct. 24, 2006
HIDDEN ASSETS	3,115,112	July 11, 2006

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>
COMFORTECH	78/713,790
CHILL CHASERS	78/917,390