

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WINDWARD CAPITAL PARTNERS II, L.P.		07/28/2009	LIMITED PARTNERSHIP: DELAWARE
WINDWARD CAPITAL LP II, LLC		07/28/2009	LIMITED LIABILITY COMPANY: DELAWARE
ALBION MEZZANINE PARTNERS, L.P.		07/28/2009	LIMITED PARTNERSHIP: DELAWARE
BILL BENTON		07/28/2009	Individual: UNITED STATES
LARRY WOODS		07/28/2009	Individual: UNITED STATES
POWELL LIVING TRUST DATED SEPTEMBER 17, 1986		07/28/2009	TRUST: UNITED STATES

**RECEIVING PARTY DATA**

Name:	L. POWELL COMPANY
Street Address:	8631 Hayden Place
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2639509	POWELL
Registration Number:	2990068	THE KITCHEN BUTLER
Registration Number:	2588041	FOR MEMORIES WORTH SAVING.
Registration Number:	2179543	CHEVAL JEWELRY WARDROBE

**CORRESPONDENCE DATA**

Fax Number: (949)720-0182  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$115.00 2639509

Email: trademark@buchalter.com  
Correspondent Name: Sandra P. Thompson  
Address Line 1: 18400 Von Karman Avenue, Suite 800  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	11086-0001
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/spt/
Date:	08/04/2009

**Total Attachments: 10**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

**1. Name of conveying party(ies):**

Windward Capital Partners II, L.P. - Delaware Limited Partnership  
 Windward Capital LP II, LLC - Delaware Limited Liability Company  
 Albion Mezzanine Partners, L.P. - Delaware Limited Partnership

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) July 28, 2009

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Release of Security Interest in TMK

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: L. Powell Company

Internal Address: \_\_\_\_\_

Street Address: 8631 Hayden Place

City: Culver City

State: California

Country: USA                                      Zip: 90232

- 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)

**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)

2,639,509 2,990,068 2,588,041 2,179,543

Additional sheet(s) attached?  Yes  No

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

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

Name: Sandra P. Thompson

Internal Address: \_\_\_\_\_

Street Address: 18400 Von Karman Avenue

Suite 800

City: Irvine

State: California                                      Zip: 92612

Phone Number: (949) 224-6282

Fax Number: (949) 720-0182

Email Address: trademark@buchalter.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 115.00

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number 500977

Authorized User Name Buchalter Nemer

**9. Signature:**



Signature

August 4, 2009

Date

Sandra P. Thompson

Name of Person Signing

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

10

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

Additional Names of Conveying party(ies):

Bill Benton – a U.S. Individual

Larry Woods – a U.S. Individual

Powell Living Trust dated September 17, 1986 – other – a Trust (USA)

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of July 28, 2009 ("Effective Date") by and among **Windward Capital Partners II, L.P.**, a Delaware limited partnership, with an office at 5 Penn Plaza, Suite 2351, New York, New York 10001, USA, **Windward Capital LP II, LLC**, a Delaware limited liability company, with an office at 5 Penn Plaza, Suite 2351, New York, New York 10001, USA, **Albion Mezzanine Partners, L.P.**, a Delaware limited partnership, with an office at 1345 Avenue of the Americas, 37th Floor, New York, New York 10105, USA, **Bill Benton**, a U.S. individual, with an address at 8631 Hayden Place, Culver City, California 90232, USA, **Larry Woods**, a U.S. individual, with an address at 8631 Hayden Place, Culver City, California 90232, USA, **Powell Living Trust dated September 17, 1986**, a trust, with an address of 780 Holmby Avenue, Los Angeles, California 90024, USA (each, individually, a "Secured Party" and collectively, the "Secured Parties"), and **L. Powell Company**, a California corporation, with an office at 8631 Hayden Place, Culver City, California 90232, USA ("Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Security Interest in Trademarks by and between Grantor and Secured Parties dated December 22, 2003 (the "Trademark Security Agreement"), Grantor granted to Secured Parties a continuing security interest in each trademark, trademark registration and trademark application listed in the Schedule attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and all proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in the Schedule attached hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages (collectively, the "Trademark Collateral");

**WHEREAS**, Grantor and the Secured Parties entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Subordinated Loan and Security Agreement, dated December 22, 2003, by and among Grantor and Secured Parties and that certain Subordinated Intellectual Property Security Agreement, dated December 22, 2003, by and among Grantor and Secured Parties (together, the "Security Agreements");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 12, 2004 at Reel 2925, Frame 0633; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to the Secured Parties.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Parties hereby terminate the Trademark Security Agreement and the Security Agreements, and hereby terminate, cancel, discharge and release any and all security interests they have against the Trademark Collateral.

Secured Parties shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without

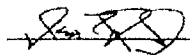
limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, the Secured Parties have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

**WINDWARD CAPITAL PARTNERS II, L.P.**


By: Windward GP II, LLC, its General Partner

 \_\_\_\_\_

Name: James L. Vandenberg

Title: \_\_\_\_\_

**WINDWARD CAPITAL LP II, LLC**

 \_\_\_\_\_

Name: James L. Vandenberg

Title: \_\_\_\_\_

**ALBION MEZZANINE PARTNERS, L.P.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BILL BENTON**

\_\_\_\_\_

**LARRY WOODS**

\_\_\_\_\_

SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

**TRADEMARK**  
**REEL: 004037 FRAME: 0604**

IN WITNESS WHEREOF, the Secured Parties have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

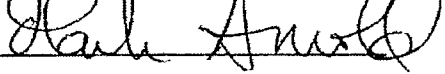
**WINDWARD CAPITAL PARTNERS II, L.P.**  
By: Windward GP II, LLC, its General Partner

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINDWARD CAPITAL LP II, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALBION MEZZANINE PARTNERS L.P.**

  
Name: MARK ARNOLD  
Title: Managing Partner

**BILL BENTON**

\_\_\_\_\_

**LARRY WOODS**

\_\_\_\_\_



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PAGE3

**IN WITNESS WHEREOF**, the Secured Parties have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

**WINDWARD CAPITAL PARTNERS II, L.P.**  
By: Windward GP II, LLC, its General Partner

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

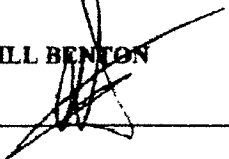
**WINDWARD CAPITAL LP II, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALBION MEZZANINE PARTNERS, L.P.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BILL BENTON**

  
\_\_\_\_\_

**LARRY WOODS**

\_\_\_\_\_

IN WITNESS WHEREOF, the Secured Parties have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

**WINDWARD CAPITAL PARTNERS II, L.P.**

By: Windward GP II, LLC, its General Partner

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WINDWARD CAPITAL LP II, LLC**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALBION MEZZANINE PARTNERS, L.P.**

\_\_\_\_\_

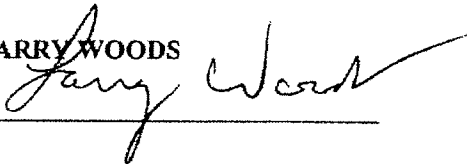
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BILL BENTON**

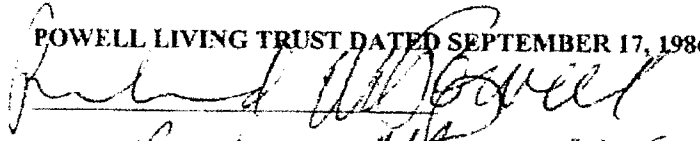
\_\_\_\_\_

**LARRY WOODS**

  
\_\_\_\_\_

SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

POWELL LIVING TRUST DATED SEPTEMBER 17, 1986

  
Name: Richard M. Powell  
Title: President

SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK  
REEL: 004037 FRAME: 0608

**SCHEDULE**

**U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO. / DATE</b>	<b>REGISTRATION NO. / DATE</b>
POWELL	US	76372795 02/19/2002	2639509 10/22/2002
THE KITCHEN BUTLER	US	76520050 06/06/2003	2990068 08/30/2005
FOR MEMORIES WORTH SAVING	US	76240066 04/13/2001	2588041 07/02/2002
CHEVAL JEWELRY WARDROBE	US	75242607 02/18/1997	2179543 08/04/1998

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