

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIM GOERGEN		07/28/2009	Individual: UNITED STATES
SEAN SLACK		07/28/2009	Individual: 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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	I1086-0001		
NAME OF SUBMITTER:	Sandra P. Thompson		

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Signature:	/spt/
Date:	08/04/2009
Total Attachments: 5 source=JimandSeanAssignment#page1.tif source=JimandSeanAssignment#page2.tif source=JimandSeanAssignment#page3.tif source=JimandSeanAssignment#page4.tif source=JimandSeanAssignment#page5.tif	

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 **Jim Goergen**, a U.S. individual, with an address at 40004 N. Majesty Trail, Anthem, Arizona 85086, USA and **Sean Slack**, a U.S. individual, with an address at 8238 Ipswich Court, Summerfield, North Carolina 27358, USA (each, individually, a "Secured Party" and together, 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, dated December 22, 2003, by and among Grantor, Windward Capital Partners II, L.P. ("Windward"), and the other Lenders party thereto (the "Trademark Security Agreement"), Grantor granted to Windward and the other Lenders 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 use for and collect said damages (collectively, the "Trademark Collateral");

WHEREAS, pursuant to the terms and conditions of that certain First Amendment to Security Interest in Trademarks, dated January 1, 2004, by and among Grantor and Secured Parties (the "Amended Trademark Security Agreement"), Jim Goergen and Sean Slack were added as secured parties to the Trademark Security Agreement;

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 the Amended Trademark Security Agreement was recorded on July 7, 2004 at Reel 3003, Frame 0512; and

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

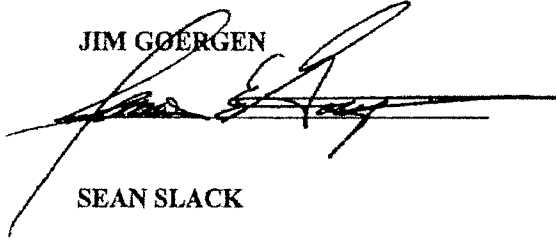
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Parties hereby terminate the Trademark Security Agreement and the Amended Trademark Security Agreement, and hereby terminate, cancel, discharge and release any and all security interests 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), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

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

JIM GOERGEN

A handwritten signature in black ink, appearing to read 'Jim Goergen', is written over a horizontal line. The signature is stylized and extends above and below the line.

SEAN SLACK

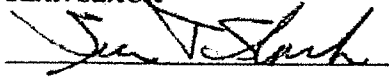
SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004037 FRAME: 0618

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

JIM GOERGEN

SEAN SLACK



SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004037 FRAME: 0619

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

MARK	COUNTRY	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
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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