

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
WELLS FARGO FOOTHILL, INC.		07/28/2009	CORPORATION: CALIFORNIA
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		
Signature:	/spt/		

CH \$115.00 2639509

Date:

08/04/2009

Total Attachments: 4

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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):

Wells Fargo Foothill, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: California
 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) 274-6282

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

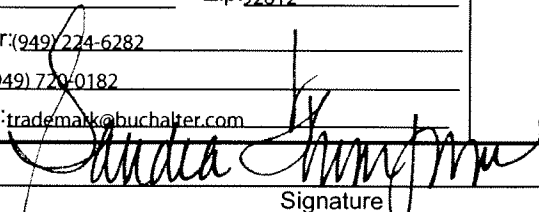
- Authorized to be charged to deposit account
 Enclosed

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:

4

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

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 between **Wells Fargo Foothill, Inc.**, a California corporation, with an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, USA ("Secured Party"), 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 Party dated December 22, 2003 (the "Trademark Security Agreement"), Grantor granted to Secured Party 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, Grantor and Secured Party entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement, dated December 22, 2003, by and between Grantor and Secured Party and that certain Intellectual Property Security Agreement dated December 22, 2003 by and between Grantor and Secured Party (together, the "Security Agreements");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 12, 2004 at Reel 2897, Frame 0933; and

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


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates the Trademark Security Agreement and the Security Agreements, and hereby terminates, cancels, discharges and releases any and all security interests it has against the Trademark Collateral.

Secured Party 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 Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO FOOTHILL, INC.



Name: Lendell Thompson

Vice President

Title: _____

SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004037 FRAME: 0631

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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