

08-17-2009



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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):

U.S. Bank NA

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other National Bank
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 7, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Crestwood Partners, LLC

Internal

Address: _____

Street Address: 701 Beta Drive - Suite 5

City: Cleveland

State: Ohio

Country: USA Zip: 44143

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

77/601751

AUG 14 2009

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT A

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: Kristin Richner, Esq.

Internal Address: _____

Street Address: 41 South High Street - Suite 2000

City: Columbus

State: Ohio Zip: 43215

Phone Number: 614-365-2846

Fax Number: 614-365-2499

Email Address: krichner@ssd.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$340.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/17/2009 DBYRNE 00000007 503810 3260343

Deposit Account Number 503810

Authorized User Name Daniel M. Maher

9. Signature:

Laing P. Akers
Signature

August 11, 2009

Date

Laing P. Akers, Esq.

Name of Person Signing

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

4

SCHEDULE A

**Crestwood Partners LLC
Trademark Applications and Registrations**

77/601751 ·
3260343 ·
3277951 ·
3431957 ·
3548083 ·
3558839 ·
3628455 ·
3634592 ·
3630729 ·
3279494 ·
2020587 ·
2291526 ·
2550548 ·

**Crestwood Partners LLC
Patent Applications and Registrations**

29/317247 ·
12/120670 ·
29/326507 ·
5491856 ·
D405953 ·
6109147 ·
6112352 ·
D514063 ·
D514512 ·
D522519 ·
D525247 ·
D551802 ·
D564387 ·
D575182 ·
D593693 ·
7557720 ·
D595106 ·

EXHIBIT A

**Crestwood Partners LLC
Trademark Registrations**

**3260343
3277951
3431957
3548083
3558839
3628455
3634592
3630729
3279494
2020587
2291526
2550548**

**PARTIAL RELEASE OF SECURITY INTERESTS
IN TRADEMARKS AND PATENTS**

WHEREAS, Crestwood Partners, LLC, an Ohio limited liability company ("Borrower"), entered into a Amended Security Agreement given by Borrower in favor of U.S. Bank, NA ("Lender") dated as of October 2, 2008, as modified by that certain Amendment No. 1 to Amended Security Agreement dated as of November 5, 2008 (collectively, as amended, modified and/or restated (the "Security Agreement") pursuant to which Borrower granted a security interest (the "Security Interests") in the patents, trademarks, patent applications and trademark applications, set forth on the attached Schedule A (the "Released Patents and Trademarks"); and

WHEREAS, in connection with a partial release of certain assets subject to the Security Agreement, Lender desires to release the Security Interest with respect only to the Released Patents and Trademarks.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, Lender hereby releases the Security Interest with respect only to the Released Patents and Trademarks, and hereby, (i) sells, assigns, conveys, transfers and sets over to Borrower any right, title or interest that Lender may have acquired and re-vests in Borrower the full unencumbered title to the Released Patents and Trademarks and the goodwill associated therewith.

THIS IS A PARTIAL RELEASE ONLY AND EXCEPT AS TO THE RELEASED PATENTS AND TRADEMARKS SPECIFICALLY IDENTIFIED ON THE ATTACHED SCHEDULE A AND RELEASED HEREBY, THE SECURITY INTEREST GRANTED PURSUANT TO THE SECURITY AGREEMENT CONTINUES IN FULL FORCE AND EFFECT TO THE SAME EXTENT AS IF THIS PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND PATENTS HAD NOT BEEN FILED.

U.S. BANK, NA

By: *Martin Durkin*
Name: Martin Durkin
Title: Vice President
Date: 8/7/09