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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
BINDA USA HOLDINGS, INC.		09/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SUNBURST PRODUCTS, INC.		
Street Address:	1407 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: CALIFORNIA		

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1319293	FREE STYLE
Registration Number:	1640415	SHARK
Registration Number:	1809077	
Registration Number:	2250895	MAKO
Registration Number:	2358207	ADRENALINE
Registration Number:	2562830	FREESTYLE
Registration Number:	2578975	SHARK TIDE
Registration Number:	2612086	FREESTYLE
Registration Number:	2919449	EZ PULSE
Registration Number:	3185159	TABU

CORRESPONDENCE DATA

Fax Number: (248)358-3351

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

Phone: (248) 358-4400

TRADEMARK

REEL: 004085 FRAME: 0533

900146229

Email: cbaunoch@brookskushman.com Correspondent Name: Matthew M. Jakubowski Address Line 1: 1000 Town Center, 22nd Floor Address Line 4: Southfield, MICHIGAN 48075-1238 ATTORNEY DOCKET NUMBER: ADW 4235 A NAME OF SUBMITTER: Matthew M. Jakubowski Signature: /matthew m jakubowski/ 10/27/2009 Date: **Total Attachments: 5** source=sunburst1#page1.tif source=sunburst2#page1.tif source=sunburst2#page2.tif source=sunburst3#page1.tif source=sunburst4#page1.tif

NOTICE OF TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS

Please be advised that pursuant to the Termination and Release of Security Interest in Trademark Rights (the "Termination and Release") dated as of September 30, 2009 (Exhibit 1), by and among Binda USA Holdings, Inc., a Delaware corporation (the "Buyer") and Sunburst Products, Inc. ("Sunburst"), the undersigned Buyer has terminated, released and discharged and hereby terminates, releases and discharges its Security Interest as defined in the Termination and Release in the Trademark Collateral as defined in the Termination and Release, and any right, title or interest of the Buyer in such Trademark Collateral shall hereby cease and become void.

BINDA USA HOLDINGS, INC.

By: /s/ John Cuccurullo (Exhibit B of Exhibit 1)
Title: Chief Financial Officer

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE is dated as of September 30, 2009, by and between Binda USA Holdings, Inc., a Delaware corporation (the "Buyer"), under the Assignment Agreement (as defined herein), and Sunburst Products, Inc. ("Sunburst"), under the Assignment Agreement.

WHEREAS, D.E. Shaw Laminar Portfolios, L.L.C. (the "Seller") is a Lender under and party to that certain Credit Agreement, dated as of April 19, 2006 (as amended by that certain First Amendment to Credit Agreement dated as of March 16, 2007 and that certain Second Amendment to Credit Agreement and Waiver dated as of June 27, 2007, the "Credit Agreement") among Advance Watch Company Ltd., the Guarantors from time to time party thereto (the "Guarantors"), the Lenders from time to time party thereto (including the Seller) and Laminar Direct Capital, L.L.C. (formerly Laminar Direct Capital L.P., "Laminar"), in its capacity as administrative agent and collateral agent for the Lenders (in either such capacity, the "Agent");

WHEREAS, pursuant to the Credit Agreement, Sunburst granted to the Agent a security interest in certain collateral (the "Security Interest"), including the <u>Trademark Collateral</u> (as hereinafter defined);

WHEREAS, pursuant to the Credit Agreement, a Notice of Grant of Security Interest in the Trademark Collateral (the "Security Grant") was recorded with the U.S. Patent and Trademark Office on May 24, 2006 at Trademark Reel/Frame 3315/0722, made by Sunburst in favor of Agent;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of July 31, 2008 (the "Assignment Agreement"), between D.E. Shaw Laminar Portfolios, L.L.C. ("LamPort") and Buyer, the Buyer acquired an Assigned Interest (as defined in the Assignment and Assumption Agreement), including the Security Interest, from the Seller;

WHEREAS, the Buyer now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Credit Agreement and the Assignment Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Buyer hereby states as follows:

1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>," as used herein, shall mean all of the Buyer's right, title and interest of every kind nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Exhibit A hereto).

- 2. <u>Release of Security Interest</u>. The Buyer hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Buyer in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Buyer hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BINDA USA HOLDINGS, INC. under the Assignment Agreement

By: /s/ John Cuccurullo (Exhibit B)
Title: Chief Financial Officer

EXHIBIT A

Mark	Reg. No.	Issued
FREE STYLE	1319293	12-Feb-1985
SHARK	1640415	09-Apr-1991
SHARK FIN DESIGN	1809077	07-Dec-1993
MAKO	2250895	08-Jun-1999
ADRENALINE	2358207	13-Jun-2000
FREESTYLE	2562830	23-Apr-2002
SHARK TIDE	2578975	11-Jun-2002
FREESTYLE	2612086	27-Aug-2002
EZ PULSE	2919449	18-Jan-2005
TABU	3185159	19-Dec-2006

From:

"John Cuccurullo" <JCuccurullo@genevawg.com>

To:

"Jennifer L. Dinkelman" <JDinkelman@ktbslaw.com>

CC:

"Nick Lancellotti" <NLancellotti@genevawg.com>, <milton.vescovacci@akerm...

Date:

9/30/2009 7:10 PM

Subject:

RE: Advance Watch: Termination of Laminar security interests

Jennifer

I confirm that Binda USA Holdings, Inc.(d/b/a Geneva Watch Group), as assignee of the Laminar loan and successor agent thereunder, authorizes the termination of those filings and that Klee, Tuchin, Bogdanoff & Stern LLP and Brooks Cushman (Advance's IP counsel) may prepare and file the necessary terminations.

Thank You

John M Cuccurullo Chief Financial Officer Geneva Watch Group 1407 Broadway, Suite 400 New York, NY 10018 (917) 475 8507 jcuccurullo@genevawg.com www.genevawatchgroup.com

EXHIBIT B

TRADEMARK REEL: 004085 FRAME: 0539

RECORDED: 10/27/2009