

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Recorded on Reel/Frame 3971/0006 on 4/15/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MFC Capital Funding, Inc.		06/23/2010	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bedrug, Inc.		
Street Address:	888 Seventh Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2569308	BEDRUG	
Registration Number:	3412640	BEDRUG PLUS	
Registration Number:	3406511	SPORT LINER	
Serial Number:	77791878	BEDTRED	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	christine.casey@kirkland.com		
Correspondent Name:	c/o Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	4046248 - CAC		

CH \$115.00 2569308

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TRADEMARK
REEL: 004232 FRAME: 0873

NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	06/28/2010
Total Attachments: 3 source=Bedrug Trademark Release 3971 0006#page1.tif source=Bedrug Trademark Release 3971 0006#page2.tif source=Bedrug Trademark Release 3971 0006#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made in favor of BEDRUG, INC., a Delaware corporation ("Grantor"), by MFC CAPITAL FUNDING, INC., a Minnesota corporation, as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referenced to below ("Lenders").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated April 3, 2009 (the "Trademark Security Agreement") executed in favor of Agent, Grantor granted to Agent, for the benefit of itself and the Lenders, a security interest in all of Grantor's right, title and interest in and to each of its trademarks, trademark applications and registrations, service mark, service marks applications or registrations, all renewals thereof, trade names, including without limitation, the trademark applications and registrations set forth on Schedule 1 attached hereto, together with the goodwill associated therewith, all license agreements relating to any of the forgoing, and all income, royalties, damages and payments arising from any of the forgoing (collectively the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 15, 2009 at Reel/Frame 3971/0006.

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

WHEREAS, Agent wishes to release its security interest in the Trademarks and reassign to Grantor all of Agent's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates on behalf of itself and the Lenders the Trademark Security Agreement and hereby terminates, cancels and releases any security interest it may have in the Trademarks and reassigns to Grantor any rights it may have in the Trademarks.

Agent 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, Agent has caused this Release to be executed by their duly authorized representatives as of this 23rd day of June, 2010.

MFC CAPITAL FUNDING, INC. as Agent for the Lenders

By: Kevin C. Nowak

Name: Kevin C. Nowak

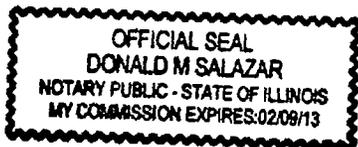
Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

On this ____ day of June, 2010, before me personally appeared KEVIN C. NOWAK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MFC Capital Funding, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Donald M. Salazar
Notary Public
My Commission Expires: 2-9-2013

(NOTARIAL SEAL)

SCHEDULE 1
TRADEMARKS

Mark	Country	Status	App. No. / Reg. No.
BEDRUG	U.S. Federal	Registered	2569308
BEDRUG PLUS	U.S. Federal	Registered	3412640
SPORT LINER	U.S. Federal	Registered	3406511
BEDTRED	U.S. Federal	Pending	77791878

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