

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Congress Financial Corporation (Northwest)		04/01/2002	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gray & Company		
<b>Street Address:</b>	P.O. Box 218		
<b>City:</b>	Forest Grove		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97116		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1199758	QUEEN ANNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)258-5600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	3122585767		
<b>Email:</b>	trademarks@schiffhardin.com		
<b>Correspondent Name:</b>	Thomas P. White		
<b>Address Line 1:</b>	Schiff Hardin LLP		
<b>Address Line 2:</b>	233 S. Wacker		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	25736-0088		
<b>NAME OF SUBMITTER:</b>	Thomas P. White		
<b>Signature:</b>	/Thomas P. White/		

CH \$40.00 1199758

**900166525**

**TRADEMARK  
 REEL: 004238 FRAME: 0927**

Date:

07/08/2010

**Total Attachments: 4**

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## RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement, dated as of the 1st day of April, 2002, is made by and among Congress Financial Corporation (Northwest) ("Congress"), Gray & Company, an Oregon corporation ("Borrower"), and LaSalle Business Credit, Inc. ("New Lender") (collectively, the "Parties") and refers to the financing arrangements between Congress and Borrower as set forth in the Loan and Security Agreement dated January 31, 1995, as it has been amended (the "Loan Agreement" and together with all related agreements, documents and instruments, collectively the "Loan Documents") pursuant to which Congress has made loans and advances and provided other financial accommodations to Borrower (the "Loans"). The term "Loan Documents" does not include this Agreement. Capitalized terms not otherwise defined in this Agreement have the meanings provided in the Loan Agreement.

Concurrently herewith, Borrower is entering into financing arrangements with New Lender and will be utilizing a portion of the initial secured loans provided by New Lender for repayment of the Loans and related obligations to Congress.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Repayment. Borrower shall pay or cause to be repaid to Congress, at Borrower's cost and expense, by federal funds wire transfer the amount of \$14,644,945.82 plus accrued finance charges for each day after and including April 1, 2002 in the event the payment is not received by Congress by 12:00 p.m. Eastern time on such date as more fully set forth in the payoff letter attached hereto as Annex A. The funds shall be sent to:

The Chase Manhattan Bank  
4 New York Plaza  
New York, New York  
ABA No. 021 000 021  
Account #323049753  
For credit to: Congress Financial Corporation (Northwest)  
Re: Gray & Company

The amount paid to Congress as specified above in Annex A includes a reserve in the sum of \$7,500.00 to be held by Congress as provided in paragraph 3(d) of this Agreement (the "Reserve").

2. Releases. Subject to the terms and conditions herein, including but not limited to Congress's receipt of the amount specified in paragraph 1 above, Borrower and Congress acknowledge and agree that:

(a) Subject to the terms and conditions contained herein, each of the Parties hereby agrees and acknowledges that, (i) the financing arrangements relating to the Loans as between Borrower and Congress pursuant to the Loan Agreement are hereby terminated,

canceled and of no further force and effect, the Parties shall have no further obligations under any Loan Documents other than as set forth in this Agreement and the Loan Documents with respect to Surviving Obligations, and without limiting the preceding, Congress shall have no further obligation to make any Loans or any other obligations, duties or responsibilities in connection with the Loan Documents, (ii) all security interests, encumbrances, collateral assignments and liens upon any and all properties and assets of Borrower heretofore granted by Borrower to Congress pursuant to the Loan Documents are hereby released and terminated, but Congress retains its rights with respect to the Reserve; (iii) any collateral previously delivered to Congress shall be returned to Borrower, and (iv) Congress shall deliver to Borrower an authorization on the date the funds referred to in Section 1 above, authorizing Borrower to file termination statements terminating all previously filed UCC-1 financing statements filed by Congress against the assets of Borrower.

(b) Excluding the Surviving Obligations described in Section 4 below, Borrower on the one hand, and Congress, on the other hand, each hereby releases, discharges and acquits the other, its officers, directors, agents and employees, successors and assigns, from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, arising under or in connection with the Loan Documents that each of them at any time had or has, or that it or its successors and assigns hereafter can or may have against each other, its officers, directors, agents, employees, successors and assigns.

3. Indemnification for Returned Items and Related Expenses.

(a) Borrower agrees to indemnify Congress from any and all reasonable loss, cost, damage or expense (including attorneys' fees) which Congress may suffer or incur at any time as a result of any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Congress to the account of Borrower with Congress, together with any expenses or other charges incident thereto. In addition, Borrower agrees to pay Congress on demand all reasonable costs and expenses (including attorneys' fees) incurred in connection with this Agreement, and any instruments or documents contemplated hereunder.

(b) In addition, and not in limitation of the rights to indemnification in its favor provided for in Section 3(a) above from Borrower, New Lender agrees to indemnify Congress from, and hold Congress harmless against, all loss, cost, damage or expense (including attorneys' fees) which Congress may suffer or incur at any time as a result of any nonpayment, claim, refund or dishonor of any checks or other items which have been credited by Congress to the account of Borrower with Congress in determining the amount to be paid to Congress under Section 1 hereof, together with any expenses or other charges incident thereto. The amount of any such loss, cost, damage or expense indemnified hereupon shall be paid to Congress promptly by New Lender upon Congress's demand therefor, sent in writing at any time within sixty (60) days after the date hereof, and the amount of the demand shall be conclusive upon New Lender. Without limitation, it is understood that the obligation of New Lender to make such payments for the amounts indemnified hereupon shall not be conditioned upon any prior demand by Congress upon Borrower.

(c) Borrower authorizes the foregoing indemnification of Congress by New Lender and agrees that New Lender may pay any and all amounts demanded by Congress pursuant to the foregoing indemnification and New Lender may treat such amounts as advanced to Borrower and charge the amounts to any account of Borrower with New Lender, all without inquiry as to whether such amounts are actually due and owing to Congress and without regard to any dispute or claim that Borrower may have or assert against Congress and/or other parties.

(d) Congress will hold the Reserve for a period of up to 60 days after Congress receives the payment provided for in paragraph 1 of this Agreement. Congress will be authorized during that time to set off against and withdraw from the Reserve such amounts as may be required to cover any of the amounts that Borrower is required to pay under paragraph 3(a) above or 4(b) below, provided that the costs and expenses for which Congress may setoff and withdraw from the Reserve under paragraph 4(b) and the last sentence of paragraph 3(a), will be limited to fees and costs billed to Congress by its attorneys, bank charges, courier charges, UCC filing and search fees, service and facility fees, accrued but unbilled interest, audit expenses, travel expenses, and wire transfer fees. Congress will return the unused portion of the Reserve to Borrower, together with a written accounting of the amounts withdrawn from the Reserve, by the end of the 60-day period. Congress will not thereafter bill Borrower for any costs and expenses under paragraph 4(b) or the last sentence of paragraph 3(a).

4. Surviving Obligations. Anything contained in Section 2 or elsewhere in this Agreement to the contrary notwithstanding, Borrower is not released from, and Borrower hereby ratifies and confirms its continuing liability to Congress for full and indefeasible payment and performance of the following (collectively, the "Surviving Obligations"):

- (a) all Obligations under Section 3 above;
- (b) all costs and expenses incurred by Congress, including unbilled attorneys' fees and disbursements in connection with the termination of the Loan Documents; and
- (c) all other Obligations which, pursuant to the terms of and as stated in the Loan Documents, survive the termination thereof.

5. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Congress reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Congress and credited towards the payment of the Loans in connection with its arrangements with Borrower, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

6. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Congress from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Congress, whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrower. In such

event, Borrower shall be and remain liable to Congress for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Congress.

7. Conditions Precedent. The effectiveness of the releases and terminations contained in Section 2 above and any UCC termination statements or other release documents delivered in connection herewith is subject to and conditioned upon the receipt by Congress of: (a) cash or other immediately available funds in the amounts set forth in Section 1 above and (b) an original of this letter duly executed by all the Parties hereto.

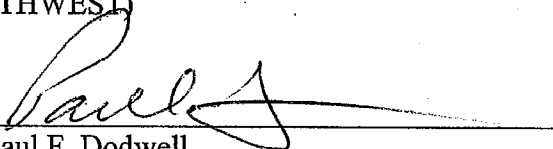
8. Further Assurances. Promptly upon Congress' receipt of the payment set forth in Section 1 above, Congress shall execute and deliver to Borrower additional termination statements or authorizations to file termination statements and such other and further documents and instruments as may be reasonably requested by Borrower in order to effect or evidence more fully the matters covered hereby.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

10. Governing Law. This Release shall be governed by the internal laws of the State of Oregon (without giving effect to principals of conflicts of law).

CONGRESS:

CONGRESS FINANCIAL CORPORATION  
(NORTHWEST)

By:   
Paul F. Dodwell  
Title: Vice President

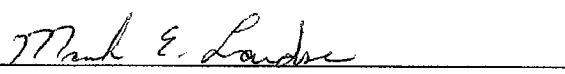
BORROWER:

GRAY & COMPANY

By:   
Title: CFO

NEW LENDER:

LASALLE BUSINESS CREDIT, INC.

By:   
Title: First Vice President