

**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
FCOF II UST LLC		12/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Tru-Kay Manufacturing Co.
Street Address:	2 Carol Drive
City:	Lincoln
State/Country:	RHODE ISLAND
Postal Code:	02865
Entity Type:	CORPORATION: RHODE ISLAND

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1124906	JM
Registration Number:	1353938	TK
Registration Number:	1267889	TRU-KAY
Registration Number:	0765478	MA
Registration Number:	2190663	THE PHOTO ALBUM LOCKET
Registration Number:	1941186	MOTHER'S DEVOTION
Registration Number:	3516339	TRU-KAY
Registration Number:	0785185	P
Registration Number:	1684392	SMALL WONDERS
Registration Number:	0693499	HFB
Registration Number:	0693500	BARROWS

**CORRESPONDENCE DATA**

Fax Number: (208)988-3912

**900184023**

**TRADEMARK  
 REEL: 004476 FRAME: 0290**

**OP \$290.00 1124906**

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

Phone: 7276986933  
Email: velliot@tampabay.rr.com  
Correspondent Name: Victoria Elliot  
Address Line 1: 132 Sands Point Drive  
Address Line 4: Tierra Verde, FLORIDA 33715

NAME OF SUBMITTER:	Victoria Elliot
Signature:	/Victoria Elliot/
Date:	02/10/2011

Total Attachments: 3  
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Recording requested by and  
which recorded return to:

AMRESKO Commercial Finance, LLC  
Attn: Lenise Kading  
412 E. ParkCenter Blvd, Suite 300  
Boise, Idaho 83706

Loan No. 51-2371842

Bond: FCCF II

**TERMINATION  
OF  
SECURITY AGREEMENTS AND INTERCREDITOR AGREEMENT**

This Termination of Security Agreements and Intercreditor Agreement (this "Termination") is executed effective the 24<sup>th</sup> day of December, 2010, by FCCF II UST LLC, a Delaware limited liability company ("Lender"), acting by and through its Servicer Agent, AMRESKO Commercial Finance, LLC, a Delaware limited liability company.

**RECITALS:**

A. Tri-Kay Manufacturing Co., a Rhode Island corporation ("Borrower"), is indebted to Lender pursuant to certain loans (collectively, the "Loans") evidenced by, *inter alia*, that certain Revolving Credit Agreement dated June 3, 1991 between Sovereign Bank and Borrower, as amended by that certain Amended and Restated Revolving Credit and Term Loan Agreement dated October 10, 2001, as further amended by that certain Second Amended and Restated Loan Agreement of even date herewith (collectively, and as otherwise amended, modified or restated, the "Loan Agreement"); that certain Consignment Agreement dated July 27, 1988 between Sovereign Precious Metals, LLC ("SPM") and Borrower, as amended and restated from time to time, and as further amended by that certain that certain Second Amended and Restated Consignment Agreement dated October 10, 2001 (collectively, and as otherwise amended, modified or restated, the "Consignment Agreement"); that certain Amended and Restated Revolving Credit Promissory Note Secured by Security Agreement and Other Collateral dated October 10, 2001 in the principal amount of \$4,300,000.00 (as amended, the "Line Note"); that certain Amended and Restated Machinery and Equipment Term Loan Note dated October 10, 2001 in the original principal amount of \$1,466,000.00 (as amended, the "Term Note").

B. In connection with the execution and delivery of the Loan Agreement, Consignment Agreement, Line Note and Term Note, Borrower and/or Alan M. Kaufman ("Kaufman") also executed and delivered the following (collectively, the "Collateral Documents");

i. Security Agreement-Trademarks, dated January 5, 1998, as amended from time to time, recorded on January 29, 1998 with the United States Patent and Trademark Office in Reel/Frame 1685/0989;

ii. Security Agreement-Trademarks - Barrows, dated December 4, 1998, as amended from time to time, recorded on December 21, 1998, with the United States Patent and Trademark Office in Reel/Frame 1835/0935;

iii. Security Agreement-Trademarks, dated November 29, 1999, as amended from time to time, recorded on December 17, 1999, with the United States Patent and Trademark Office in Reel/Frame 002004/0069;

iv. First Amendment to Trademark Security Agreements, dated October 10, 2001, recorded on October 26, 2001, with the United States Patent and Trademark Office in Reel/Frame 002392/0451, with a corrected Notice of Recordation recorded by the United States Patent and Trademark Office on January 29, 2002;

v. Second Amendment to Trademark Security Agreements dated June 1, 2004;

vi. Third Amendment to Trademark Security Agreements dated October 28, 2005;

vii. Fourth Amendment to Trademark Security Agreements dated May 16, 2006;

viii. Fifth Amendment to Trademark Security Agreements dated September 21, 2006;

ix. Sixth Amendment to Trademark Security Agreements dated March 31, 2007;

x. Seventh Amendment to Trademark Security Agreements dated July 1, 2007;

xi. Eighth Amendment to Trademark Security Agreements dated October 10, 2007;

xii. Ninth Amendment to Trademark Security Agreements dated January 31, 2008;

xiii. Tenth Amendment to Trademark Security Agreements dated February 29, 2008;

xiv. Eleventh Amendment to Trademark Security Agreements dated June 26, 2008;

- xv. Twelfth Amendment to Trademark Security Agreements dated December 3, 2008;
- xvi. Thirteenth Amendment to Trademark Security Agreements dated January 7, 2009;
- xvii. Fourteenth Amendment to Trademark Security Agreements dated March 23, 2009;
- xviii. Security Agreement dated July 31, 1991;
- xix. Security Agreement dated September 21, 2006;
- xx. Limited Pledge and Security Agreement dated March 23, 2009 among Kaufman, Sovereign Bank and SPM; and
- xxi. Intercreditor Agreement among Borrower, Kaufman, Sovereign Bank, SPM and Richline Group, Inc. dated March 23, 2009.

C. The Loans were assigned from Sovereign Bank and SPM to Lender on or about September 23, 2010, and Lender is the current owner and holder thereof. AMRESCO is the duly appointed Servicer of Lender and has all requisite power and authority to execute this Termination on behalf of Lender.

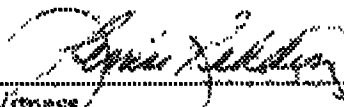
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates the Collateral Documents in their entirety and no longer claims a security interest in any of the collateral granted under said Collateral Documents.

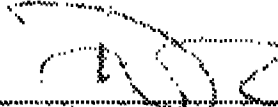
THIS TERMINATION IS EXECUTED UNDER SEAL AND INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT.

LENDER:

FCOF II UST LLC, a Delaware  
limited liability company

By: AMRESCO Commercial Finance, LLC,  
a Delaware limited liability company,  
its Servicer

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
D. Craig Christensen  
Executive Vice President