

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
Wells Fargo Bank, National Association, formerly Wachovia Bank, National Association, formerly First Union National Bank, Successor by Merger to Corestates Bank, N.A.		08/05/2011	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	All-Luminum Products, Inc.
Doing Business As:	DBA Rio Brands
Street Address:	100 Front Street
Internal Address:	Suite 1350
City:	West Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3495594	AMERICAN PATRIOT
Registration Number:	3212576	BEACH POD
Registration Number:	3281903	BIG KAHUNA
Registration Number:	3722168	CAPTURE THE SPIRIT
Registration Number:	3068777	EASY IN-EASY OUT
Registration Number:	2965866	GROUND BREAKER
Registration Number:	3903947	MYPOD
Registration Number:	3047481	RIO BEACH
Registration Number:	3301686	RIO BRANDS

CH \$365.00 3495594

Registration Number:	2943413	RIO CREATIONS
Registration Number:	2935789	RIO OUTDOOR LIFESTYLES
Registration Number:	2969362	SAND BLASTER
Serial Number:	76545904	AMERICAN PRIDE
Serial Number:	85091507	RIO GEAR

CORRESPONDENCE DATA

Fax Number: (215)557-2049
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (215) 988-6991
Email: tarbox@blankrome.com
Correspondent Name: Olivia H. Tarbox, Paralegal
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01840
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	08/15/2011

Total Attachments: 9
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RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT is made as of the 5th day of August, 2011, by **WELLS FARGO BANK, NATIONAL ASSOCIATION, formerly Wachovia Bank, National Association, formerly First Union National Bank, Successor by Merger to Corestates Bank, N.A.**, having a place of business at 1 South Broad Street, Philadelphia, PA 19107, as secured party ("**Secured Party**"), for the benefit of **ALL-LUMINUM PRODUCTS, INC. d/b/a RIO BRANDS**, a Pennsylvania corporation having an address of 100 Front Street, Suite 1350, West Conshohocken, Pennsylvania 19428, as debtor ("**Debtor**").

RECITALS

A. Pursuant to the terms of the Amended and Restated Loan and Security Agreement by and between Debtor and Secured Party dated January 28, 1993, as amended (collectively, the "**Loan Agreement**"), Debtor granted to Secured Party a security interest in certain Marks and Patents and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities extended by Debtor to Secured Party. The Secured Party's security interest is further evidenced by that certain Memorandum of Security Agreement by and between Debtor and Secured Party dated June 17, 1997 and recorded with the Patent and Trademark Office on September 4, 1997 (as amended by that certain Acknowledgement, Amendment and Confirmation of Security Interest in Patents and Trademarks dated December 28, 1999, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated June 27, 2000, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated February 13, 2004, that certain Amendment, Acknowledgment and Confirmation of Memorandum of Security Agreement dated July 13, 2005, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated August 2, 2007, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated September 9, 2009, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the "**Memorandum**").

B. On December 31, 1999, Debtor and Secured Party amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended by that certain Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 31, 2001, that certain Second Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 28, 2001, that certain Third Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2001, that certain Fourth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated November 30, 2001, that certain Fifth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2003, that certain Sixth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 16, 2004, that certain Seventh Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 21, 2004, that certain Eighth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2005, that certain Ninth Amendment and Modification to Second Amended and Restated Revolving

Credit, Term Loan and Security Agreement dated October 31, 2005, that certain Tenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated March 27, 2006, that certain Eleventh Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 2, 2007, that certain Twelfth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 30, 2007, that certain Thirteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 20, 2007, that certain Fourteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 17, 2008, that certain Fifteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 14, 2008, that certain Sixteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated January 6, 2009, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the “**Second A&R Loan Agreement**”), pursuant to which Debtor and Secured Party agreed to various modifications and amendments to the financial accommodations extended by Debtor to Secured Party under the Loan Agreement and Second A&R Loan Agreement.

C. On September 9, 2009, Debtor and Secured Party amended, restated and consolidated the Second A&R Loan Agreement, as evidenced by that certain Third Amended, Restated and Consolidated Loan and Security Agreement (“**Third A&R Loan Agreement**”).

D. On September 9, 2009, Debtor and Secured Party amended, acknowledged, and confirmed the Third A&R Loan Agreement, as evidenced by the Amendment, Acknowledgment and Confirmation of Memorandum of Security Agreement (“**Amendment**”).

E. As of the date hereof, the entire indebtedness of Debtor to Secured Party, to the extent secured by the the Loan Agreement, the Second A&R Loan Agreement, the Third A&R Loan Agreement, the Memorandum, and the Amendment has been satisfied by or on behalf of Debtor to Secured Party. Therefore, Debtor has requested that Secured Party release the patents and trademarks listed in Exhibit A from the lien of the Loan Agreement, the Second A&R Loan Agreement, the Third A&R Loan Agreement, the Memorandum, and the Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby fully release and discharge the patents and trademarks listed in Exhibit A from the effect and operation of the Loan Agreement, the Second A&R Loan Agreement, the Third A&R Loan Agreement, the Memorandum, and the Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Agreement to be executed and made effective as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: John P. Brady

Name: John P. Brady

Title: SUP

EXHIBIT A

PATENTS

Patent No.	Title	Issue Date	Expiration Date
D338,791	Arm For Folding Beach Chair	August 31, 1993	August 31, 2007
D376,060	Arm For Adjustable Sand Chair	December 3, 1996	December 3, 2010
D547,981	Armrest For A Folding Chair	August 7, 2007	August 7, 2021
D548,489	Oval Shaped Cooler	August 14, 2007	August 14, 2021
D548,491	Cooler With Sloped Face	August 14, 2007	August 14, 2021
D552,386	Folding Chair Adjustment Rack	October 9, 2007	October 9, 2021
D568,066	Cooler Stand	May 6, 2008	May 6, 2022
D568,067	Cooler Stand	May 6, 2008	May 6, 2022
D568,636	Cooler Stand	May 13, 2008	May 13, 2022
D569,131	Cooler Stand	May 20, 2008	May 20, 2022
D571,113	Wheeled Folding Chair	June 17, 2008	June 17, 2022
D571,115	Folding Backpack Chair	June 17, 2008	June 17, 2022
D630,834	Anchor Auger for Beach Umbrella	January 18, 2011	January 18, 2025
RE39,022	Backpack Chair	March 21, 2006	January 12, 2019
6,056,172	Backpack Chair	May 2, 2000	January 19, 2019
6,739,652	Beverage Holder	May 25, 2004	April 16, 2022
7,374,247	Footrest For Chair	May 20, 2008	December 8, 2025

TRADEMARKS

U.S. Trademark Registrations:

Owner	Trademark	Registration No.	Registration Date	Next Deadline
Rio Brands, Inc. d/b/a All-Luminum Products, Inc.	"AMERICAN PATRIOT"	3,495,594	09/02/2008	Section 8 & 15 Declarations Due By 09/02/2014
Rio Brands, Inc.	"BEACH POD"	3,212,576	02/27/2007	Section 8 & 15 Declarations Due By 02/27/2013
Rio Brands, Inc.	"BIG KAHUNA"	3,281,903	08/21/2007	Section 8 & 15 Declarations Due By 08/21/2013
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"CAPTURE THE SPIRIT"	3,722,168	12/08/2009	Section 8 & 15 Declarations Due By 12/08/2015

Owner	Trademark	Registration No.	Registration Date	Next Deadline
Rio Brands, Inc.	"EASY IN-EASY OUT"	3,068,777	03/14/2006	Section 8 & 15 Declarations Due By 03/14/2012
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"GROUND BREAKER"	2,965,866	07/12/2005	Renewal Application Due By 07/12/2015
Rio Brands, Inc.	"MYPOD"	3,903,947	01/11/2011	Section 8 & 15 Declarations Due By 01/11/2017
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO BEACH"	3,047,481	01/24/2006	Renewal Application Due By 01/24/2016
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO BRANDS"	3,301,686	10/02/2007	Section 8 & 15 Declarations Due By 10/02/2013
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO CREATIONS"	2,943,413	04/26/2005	Section 8 & 15 Declarations Due By 04/26/2011 (Grace Period Expires 10/26/2011)
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO OUTDOOR LIFESTYLES"	2,935,789	03/29/2005	Section 8 & 15 Declarations Due By 03/29/2011 (Grace Period Expires 09/29/2011)
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"SAND BLASTER"	2,969,362	07/19/2005	Renewal Application Due By 07/19/2015

U.S. Trademark Applications

Owner	Trademark	Application No.	Filing Date	Application Status
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"AMERICAN PRIDE"	76/545,904	09/15/2003	Application Suspended
All-Luminum Products, Inc. d/b/a/ Rio Products, Inc.	"RIO GEAR"	85/091,507	July 23, 2010	Application will be Published on 08/16/2011

RELEASE OF COPYRIGHT SECURITY AGREEMENT

THIS RELEASE OF COPYRIGHT SECURITY AGREEMENT is made as of the 5th day of August, 2011, by **WELLS FARGO BANK, NATIONAL ASSOCIATION, formerly Wachovia Bank, National Association, formerly First Union National Bank, Successor by Merger to Corestates Bank, N.A.**, having a place of business at 1 South Broad Street, Philadelphia, PA 19107, as secured party ("**Secured Party**"), for the benefit of **ALL-LUMINUM PRODUCTS, INC. d/b/a RIO BRANDS**, a Pennsylvania corporation having an address of 100 Front Street, Suite 1350, West Conshohocken, Pennsylvania 19428, as debtor ("**Debtor**").

RECITALS

A. Pursuant to the terms of the Amended and Restated Loan and Security Agreement by and between Debtor and Secured Party dated January 28, 1993, as amended (collectively, the "**Loan Agreement**"), Debtor granted to Secured Party a security interest in certain Copyrights and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities extended by Debtor to Secured Party. The Secured Party's security interest is further evidenced by that certain Memorandum of Security Agreement by and between Debtor and Secured Party dated June 17, 1997 (as amended by that certain Acknowledgement, Amendment and Confirmation of Security Interest in Patents and Trademarks dated December 28, 1999, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated June 27, 2000, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated February 13, 2004, that certain Amendment, Acknowledgment and Confirmation of Memorandum of Security Agreement dated July 13, 2005, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated August 2, 2007, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated September 9, 2009, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the "**Memorandum**").

B. On December 31, 1999, Debtor and Secured Party amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended by that certain Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 31, 2001, that certain Second Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 28, 2001, that certain Third Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2001, that certain Fourth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated November 30, 2001, that certain Fifth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2003, that certain Sixth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 16, 2004, that certain Seventh Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 21, 2004, that certain Eighth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2005, that certain Ninth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2005, that certain Tenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security

Agreement dated March 27, 2006, that certain Eleventh Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 2, 2007, that certain Twelfth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 30, 2007, that certain Thirteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 20, 2007, that certain Fourteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 17, 2008, that certain Fifteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 14, 2008, that certain Sixteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated January 6, 2009, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the **"Second A&R Loan Agreement"**), pursuant to which Debtor and Secured Party agreed to various modifications and amendments to the financial accommodations extended by Debtor to Secured Party under the Loan Agreement and Second A&R Loan Agreement.

C. On September 9, 2009 Debtor and Secured Party amended, restated and consolidated the Second A&R Loan Agreement, as evidenced by that certain Third Amended, Restated and Consolidated Loan and Security Agreement (**"Third A&R Loan Agreement"**).

D. On September 9, 2009 Debtor and Secured Party amended, acknowledged, and confirmed the Third A&R Loan Agreement, as evidenced by the Amendment, Acknowledgment and Confirmation of Memorandum of Security Agreement (**"Amendment"**).

E. As of the date hereof, the entire indebtedness of Debtor to Secured Party, to the extent secured by the the Loan Agreement, the Second A&R Loan Agreement, the Third A&R Loan Agreement, the Memorandum, and the Amendment has been satisfied by or on behalf of Debtor to Secured Party. Therefore, Debtor has requested that Secured Party release the copyrights listed in Exhibit A from the lien of the Loan Agreement, the Second A&R Loan Agreement, the Third A&R Loan Agreement, the Memorandum, and the Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby fully release and discharge the copyrights listed in Exhibit A from the effect and operation of the Loan Agreement, the Second A&R Loan Agreement, the Third A&R Loan Agreement, the Memorandum, and the Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Release of Copyright Security Agreement to be executed and made effective as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: John P. Brady

Name: John P. Brady

Title: SVP

EXHIBIT A

COPYRIGHTS

Owner	Title of Work	Copyright Registration No.	Date
Rio Brands, Inc.	Rio Brands Fabric Designs for Spring/Summer 2003	VAu000639905	2004
Rio Brands, Inc.	Rio Brands Fabric Designs for Spring/Summer 2004	VAu000638963	2004
Rio Brands, Inc.	Rio Brands Fabric Designs for Spring/Summer 2005	VAu000640939	2004
Rio Brands, Inc.	Rio Brands Fabric Designs for 2007	VAu000969801	2007
Rio Brands, Inc.	Rio Brands Summer 2008 Presentation	VAu000978379	2008
Rio Brands, Inc.	Rio Brands Patio 2009 Presentation	VAu000975798	2008