

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>
Bank of Montreal		12/21/2011	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Haggin Marketing, Inc.		
<b>Street Address:</b>	100 Shoreline Highway		
<b>City:</b>	Mill Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94941		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3128141	BRANDACTIONAL	
<b>Registration Number:</b>	3137227	BRANDACTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
<b>Email:</b>	susan.zablocki@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	39951-119		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>Signature:</b>	/susan zablocki/		

CH \$65.00 3128141

Date:

12/30/2011

Total Attachments: 3

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## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

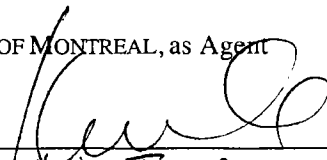
WHEREAS, pursuant to that certain Trademark Collateral Agreement, dated September 24, 2008 (the "*Trademark Collateral Agreement*"), recorded in the United States Patent and Trademark Office on October 13, 2008 at Reel 003868, Frame 0952, Haggin Marketing, Inc. ("*Releasee*"), a California corporation, granted to Bank of Montreal ("*Releasor*"), a Canadian chartered bank, as agent for the Secured Creditors (as defined in that certain Amended and Restated Security Agreement, dated September 15, 2009, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "*Security Agreement*")), a continuing security interest in (i) each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; (ii) each trademark license listed on Schedule A hereto and all such royalties and other sums due or to become due under or in respect of each trademark license, together with the right to sue for and collect all such royalties and other sums; and (iii) all proceeds of the foregoing, including without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages (collectively, the "*Collateral*"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien(s) on and security interest(s) in, and any and all other rights in or to the Collateral, and any other trademark, trademark registration and trademark application or trademark license, that Releasor has, had or could have had pursuant to the Trademark Collateral Agreement or the Security Agreement, and hereby terminates the Trademark Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Trademark Collateral to be duly executed as of December 21, 2011.

BANK OF MONTREAL, as Agent

By:  \_\_\_\_\_

Name: Katie Jones

Title: Managing Director

**SCHEDULE A**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>
BRANDACTIONAL	78/624,722	3,128,141
BRANDACTION	78/624,772	3,137,227

**PENDING FEDERAL TRADEMARK APPLICATIONS**

NONE

**TRADEMARK LICENSES**

NONE