

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
ESS International Corporation		12/31/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	TMI Holdings, Inc.		
Street Address:	5424 E. SLAUSON BLVD.		
City:	COMMERCE		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2715650	VIKKI VI	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5745		
Phone:	2138915031		
Email:	trademark@buchalter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jessie K. Reider, CA Bar No. 237,113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter Nemer, APC		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	D9755-0001		
NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237,113		
Signature:	/jkr/		

CH \$40.00 2715650

Date:

02/16/2012

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") is dated as of December 31, 2011, and entered into by TMI HOLDINGS, INC., a California corporation ("Secured Party"), in favor of ESS INTERNATIONAL CORPORATION, an Arizona corporation (the "Debtor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, reference is hereby made to that certain Trademark Security Agreement dated January 31, 2008 (the "Security Agreement") between Debtor and Secured Party whereby Debtor granted to Secured Party a security interest over the trademark "VIKKI VI", and any form or formative thereof, and all design marks used in conjunction therewith and all of the goodwill associated therewith (collectively, the "Trademark");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 13, 2008, Reel/Frame 3718/0838;

WHEREAS, the Security Agreement was securing that certain Secured Promissory Note dated January 31, 2008 (the "Note") by Debtor for the benefit of Secured Party in the principal amount of Two Hundred Twenty Five Thousand Dollars (\$225,000);

WHEREAS, the Note has been paid in full; and

WHEREAS, the Secured Party now desires to terminate the Security Agreement and release its security interest in and lien on the Trademark.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates, releases, and discharges fully its security interest in and lien on the Trademark as granted pursuant to the Security Agreement, and Secured Party reconveys, transfers, and assigns to the Debtor, without recourse, representation or warranty of any kind, any rights it may have in the Trademark pursuant to or in connection with the Security Agreement, and any right, title or interest of Secured Party in the Trademark shall hereby cease and become void.

Secured Party further agrees to execute and deliver to the Debtor, at the sole cost and expense of the Debtor, any and all further documents, instruments and releases, and do any and all further acts which the Debtor (or its agents or designees) reasonably request in order to confirm this Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

TMI HOLDINGS, INC.
as Secured Party

By: 
Name: Mark Singer
Its: Authorized Signatory

Accepted and Agreed to:

ESS INTERNATIONAL CORPORATION

By: _____
Name:
Its:

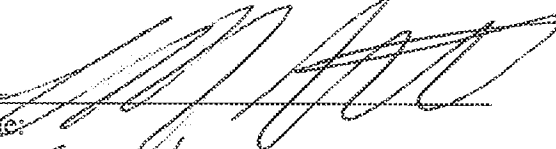
IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

TMI HOLDINGS, INC.
as Secured Party

By: _____
Name: Mark Singer
Its: Authorized Signatory

Accepted and Agreed to:

ESS INTERNATIONAL CORPORATION

By: 
Name: _____
Its: *Exec/Treas*

Signature Page to Release of Trademark Security Interest

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RECORDED: 02/16/2012

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REEL: 004719 FRAME: 0037