

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
HERALD NATIONAL BANK	FORMERLY GF PHOENIX CORP.	03/14/2012	national banking corporation: UNITED STATES
RECEIVING PARTY DATA			
Name:	AIRBORNE, INC.		
Street Address:	767 Fifth Avenue, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1953427	AIRBORNE	
Registration Number:	3162319	AIRBORNE	
Registration Number:	3162312	AIRBORNE JR.	
Registration Number:	3162321	AIRBORNE JR.	
Registration Number:	3162310	NEXT TIME, 'PLOP' THE AIRBORNE!	
Registration Number:	3162311	TAKE AIRBORNE	
Registration Number:	3236241	AIRBORNE FORMULA	
Registration Number:	3236248	AIRBORNE FORMULA	
Registration Number:	3236239	AIRBORNE GUMMI LOZENGES	
Registration Number:	3416129	AIRBORNE ON-THE-GO	
Registration Number:	3410880	AIRBORNE NIGHTTIME	
Registration Number:	3366385	AIRBORNE POWER PIXIES	
CORRESPONDENCE DATA			

Fax Number: (612)371-3907

Phone: 612 371 3970

Email: tmg@lindquist.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: LINDQUIST & VENNUM PLLP

Address Line 1: 80 South Eighth Street, 4200 IDS Center

Address Line 2: Connie Heikkila

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	518454.0051
NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/connieheikkila/
Date:	03/23/2012

Total Attachments: 5

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RELEASE OF LIENS AND SECURITY INTERESTS

This Release of Liens and Security Interests ("Agreement") is entered into and dated effective as of March ¹⁴ 2012 by and among AIRBORNE, INC., formerly known as GF PHOENIX CORP., a Delaware corporation, ("Borrower"), and HERALD NATIONAL BANK ("Lender").

INTRODUCTION

A. Borrower and Lender are parties to a certain Loan Agreement dated October 8, 2009 ("Loan Agreement"), and Security Agreement dated October 8, 2009 ("Security Agreement").

B. Borrower and Lender have executed and delivered the Security Agreement, pursuant to which Borrower granted to Lender a security interest in and to all of the present and future right, title and interest in certain Intellectual Property of the Borrower to secure the payment and performance of obligations.

C. Borrower has satisfied all of its obligations under the Loan Agreement, and has terminated the Loan Agreement, and the parties now desire to release certain security interests in favor of Lender granted pursuant to the Security Agreement, in each case in accordance with the terms and conditions set forth herein.

AGREEMENT

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release of Security Interest. Lender does hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Borrower, its successors and assigns, all security interests, charges and encumbrances granted by Borrower in favor of Lender pursuant to the Loan Agreement and/or Security Agreement in the Intellectual Property rights listed in Schedule 4 of the Security Agreement (the "Released Intellectual Property"). Schedule 4 of the Security Agreement is attached hereto as Exhibit A and incorporated herein.

2. Further Cooperation. Lender shall, upon reasonable request of Borrower, execute and deliver to Borrower, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States or other countries related to patents, trademarks, or copyrights, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to release and relinquish all liens with respect to the Released Intellectual Property arising under the Security Agreement, in each case in form and substance satisfactory to Lender. Borrower agrees to pay for the preparation, execution, delivery, filing and recording of this Agreement in the appropriate jurisdictions and of all such other terminations, releases, agreements, discharges, other instruments and collateral.

3. Entire Agreement. This Agreement executed by Lender constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.

4. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. Lender further represents and warrants that the security interests granted under or pursuant to the Security Agreement have not been assigned by Lender to any other party.

5. Breach of this Agreement. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses as may be reasonably incurred by the prevailing party, including court costs, reasonable attorney's fees and all other reasonable costs and expenses.

6. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

7. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

8. Governing Law. THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THE SAME ARE GOVERNED BY APPLICABLE FEDERAL LAW.

LENDER:

HERALD NATIONAL BANK

By: 

Its: SVP

BORROWER:

AIRBORNE, INC., formerly known as GF
PHOENIX CORP.

By: 

Its: CFO

SCHEDULE 4
TO
SECURITY AGREEMENT

Intellectual Property

I. COPYRIGHTS AND COPYRIGHT LICENSES

U.S. COPYRIGHT REGISTRATIONS

COPYRIGHT TITLE	COPYRIGHT NO.	REGISTRATION DATE
AIRBORNE EFFERVESCENT HEALTH FORMULA, A DIETARY SUPPLEMENT	VA0001251285	1997
AIRBORNE JR. EFFERVESCENT DIETARY SUPPLEMENT	VA0001251287	1999
AIRBORNE SORE THROUGHT GUMMI LOZEFEGES	VA0001251286	2002

CANADIAN COPYRIGHT REGISTRATIONS

COPYRIGHT TITLE	COPYRIGHT NO.	REGISTRATION DATE
AIRBORNE BLISTER PACK	1062458	10/27/08
AIRBORNE BLISTER PACKAGE	1062459	10/27/08
AIRBORNE PINK GRAPEFRUIT PACKAGE	1062547	10/30/08
AIRBORNE LEMON LIME PACKAGE	1062548	10/30/08
AIRBORNE ORIGINAL BLISTER PACK	1062549	10/30/09
AIRBORNE DISPLAY STAND	1062550	10/30/08
AIRBORNE TUBE CARTON	1062551	10/30/08

II. PATENTS AND PATENT LICENSES

None

III. TRADEMARKS AND TRADEMARK LICENSES

U.S. FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
AIRBORNE	1,953,427	1/30/1996
<i>Airborne</i>	3,162,319	10/24/2006
AIRBORNE & DESIGN		
AIRBORNE JR.	3,162,312	10/24/2006
<i>Airborne Jr.</i>	3,162,321	10/24/2006
AIRBORNE JR. & DESIGN		
NEXT TIME, 'FLOP' THE		
AIRBORNE!	3,162,310	10/24/2006
TAKE AIRBORNE	3,162,311	10/24/2006
AIRBORNE FORMULA	3,236,241	5/1/2007
AIRBORNE		
AIRBORNE FORMULA & DESIGN	3,236,248	5/1/2007
AIRBORNE GUMMI LOZENGES	3,236,239	5/1/2007
AIRBORNE ON-THE-GO	3,416,129	4/22/2008
AIRBORNE NIGHTTIME	3,410,880	4/8/2008
AIRBORNE POWER PIXIES	3,366,385	1/8/2008

AUSTRALIA TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
AIRBORNE	762303	5/15/98
<i>Airborne</i>		
AIRBORNE & DESIGN	1158413	1/25/07
AIRBORNE FORMULA	1143866	10/31/06
AIRBORNE		
AIRBORNE FORMULA & DESIGN	1158411	1/25/07
AIRBORNE GUMMI LOZENGES	1143873	10/31/06
AIRBORNE JR.; AIRBORNE JNR AND AIRBORNE JUNIOR	1143874	10/31/06
<i>Airborne Jr.</i>		
AIRBORNE JR. & DESIGN	1158412	1/25/07
AIRBORNE NIGHTTIME	1143875	10/31/06
AIRBORNE ON-THE-GO	1143890	10/31/06
CREATED BY A SCHOOL	1143891	10/31/06