

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		05/22/2012	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Califone International, Inc.		
<b>Street Address:</b>	1145 Arroyo Avenue #A		
<b>City:</b>	San Fernando		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91340		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3755877	GOT IT!	
Registration Number:	2130349	CALIFONE	
Registration Number:	1186512	CALIFONE	
Registration Number:	0582612	CALIFONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142735198		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	nakees@gklaw.com		
<b>Correspondent Name:</b>	Nicholas A. Kees; Godfrey & Kahn, S.C.		
<b>Address Line 1:</b>	780 N. Water Street		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	009316-0870		

CH \$115.00 3755877

NAME OF SUBMITTER:	Nicholas A. Kees
Signature:	/Nicholas A. Kees/
Date:	05/23/2012
Total Attachments: 4 source=lrassign#page1.tif source=califone#page1.tif source=califone#page2.tif source=califone#page3.tif	

**PATENT ASSIGNMENT – U.S. AND FOREIGN RIGHTS**

WHEREAS, we, Cathy Schuch and David M. Ledvina, (hereinafter referred to as ASSIGNORS), have made new and useful inventions for which we have filed an application for Letters Patent of the United States on March 19, 2012, titled NAIL COATING REMOVAL PAD AND RETAINER, and given application serial number 13/424,372;


AND WHEREAS, Little Rapids Corporation, a Wisconsin corporation, having a principal place of business at 2273 Larsen Road, P.O. Box 19031, Green Bay, WI 54307-9100, (hereinafter referred to as ASSIGNEE), desires to acquire the entire interest in, to, and under said invention and in, to, and under any Letters Patent or similar legal protection relating thereto to be obtained therefor in the United States and in any and all foreign countries.


NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, assign, and transfer to ASSIGNEE the full and exclusive right, title, and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS covenant that they will, upon ASSIGNEE's request, promptly provide ASSIGNEE with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, assignments, instruments or affidavits required to apply for, obtain, maintain, issue, and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

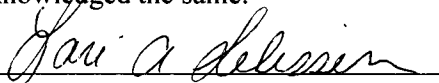
INTENDING TO BE BOUND, ASSIGNORS hereby execute this assignment on the date(s) indicated

below.

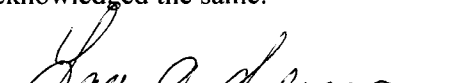
  
Cathy Schuch

  
David M. Ledvina

Personally came before me this 10 day of May, 2012, the above-named Cathy Schuch, who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin  
My Commission Expires: 5/10/15

Personally came before me this 10 day of May, 2012, the above-named David M. Ledvina, who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin  
My Commission Expires: 5/10/15

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 22, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent and as successor in interest to the Collateral Agent (as defined below) (in such capacities, the "Administrative Agent") in favor of Califone International, Inc., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to the Security Agreement dated as of April 23, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of April 23, 2010 ("Notice");

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on April 28, 2010 at Reel 4194 Frame 0129.

**WHEREAS**, pursuant to the Intellectual Property Security Interest Assignment Agreement dated as of April 23, 2010 ("IP Assignment"), Bank of America, N.A., in its capacity as Collateral Agent, Administrative Agent, Agent, and successor in interest to NationsBank, N.A., as Administrative Agent ("Collateral Agent") assigned to Administrative Agent all of its right, title, and interest to the Security Instrument (as defined in the IP Assignment), which included all security interests and liens on intellectual property and associated recordings granted by Grantor to Collateral Agent; and

**WHEREAS**, the IP Assignment was recorded at the USPTO on April 28, 2010 at Reel 4194 Frame 0512.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Notice, or IP Assignment.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to any and all rights, title, and interests in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, without limitation, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

Schedule A

Califone International, Inc.  
(Delaware Corporation)

U.S. Trademark Subject to Notice

Registered Mark

Mark	Registration No.	Registration Date
GOT IT!	3755877	03/02/10

U.S. Trademarks Subject to IP Assignment

Registered Marks

Mark	Registration No.	Registration Date
CALIFONE	2130349	01/20/98
CALIFONE	1186512	01/19/82
CALIFONE	0582612	11/24/53