

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of April 7, 2003, executed by Industry Threat, a California corporation ("Secured Party") in favor of Karcem Campbell ("Debtor"), releasing all security interests of the Secured Party in the Trademarks (defined below) owned by the Debtor.

RECITALS

WHEREAS, pursuant to that certain Security Agreement dated as January 26, 2001 by and among the Debtor and the Secured Party (as amended, restated, extended, and replaced, the "Security Agreement"), the Debtor granted to Secured Party a security interest in certain assets of the Debtor, including, without limitation, the trademarks specifically described on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, the Security Agreement was recorded against the Trademarks in the United States Patent and Trademark Office; and

WHEREAS, the parties desire to terminate the Secured Parties' security interest in the Trademarks;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Termination of Security Interest. The Secured Party hereby terminates all of the Secured Party's security interest in the Trademarks.
2. Revocation of Power of Attorney. The powers of attorney granted by Debtor to the Secured Party pursuant to Section 6 of the Security Agreement are hereby revoked with respect to the Trademarks.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

INDUSTRY THREAT, a California corporation

By: 

Name: FRANK MESSMANN

Title: CEO

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On April 7, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Frank Messmann, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~) and that, by his/~~her~~/~~their~~ signature(~~s~~) on the instrument, the person(~~s~~) or the entity(~~ies~~) upon behalf of which the person(~~s~~) acted executed the instrument.

WITNESS my hand and official seal.

Micah Rochelle Mullens
My commission expires on 4/9/03



Schedule 1 to Termination of
Trademark Security Interest

TRADEMARK / SERVICE MARK	REGISTRATION / APPLICATION NUMBER
AXION	2,274,754
AXION	2,311,160
CITY STARS	75/616,279
DON'T TALK ABOUT IT, BE ABOUT IT	75/582,520
KICK AXION	2,038,418
TRIANGLE DESIGN	2,164,033
TRIANGLE DESIGN	2,283,740