


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>INDUSTRY THREAT</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>CALIFORNIA</u> <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Kareem Campbell</u></p> <p>Internal Address: Street Address: <u>16561 Gemini Lane</u></p> <p>City: <u>Huntington Beach</u> State: <u>CA</u> Zip: <u>92647</u></p> <p><input checked="" type="checkbox"/> Individual(s) citizenship: <u>United States</u> <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> Corporation-State: <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes (Designations must be a separate document from assignment) <input checked="" type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Termination of Security Interest</u></p> <p>Execution Date: <u>April 7, 2003</u></p>	<p>4. Application Number(s) or Registration Number(s):</p> <table border="1" style="width:100%"> <tr> <td style="width:50%">A. Trademark Application No.(s):</td> <td style="width:50%">B. Trademark Registration No.(s): <u>2,164,033</u></td> </tr> <tr> <td colspan="2" style="text-align:center">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>	A. Trademark Application No.(s):	B. Trademark Registration No.(s): <u>2,164,033</u>	Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lynn M. Humphreys MORRISON & FOERSTER LLP</u> Internal Address: <u>Atty Dkt: 488312400500</u> Street Address: <u>425 Market Street</u> City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94105</u></p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>03-1952</u> (Attach duplicate copy of this page if paying by deposit account)</p>				
DO NOT USE THIS SPACE					
<p>9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>Lynn M. Humphreys</u>  <u>June 4, 2003</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/></p>					

sf-1512637

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 Kareem 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/his/their authorized capacity(ies) and that, by his/his/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