OMB No. 0651-0027 (exp. 5/31/2002)  TRADEMARKS ONLY			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
Name of conveying party(ies):	Name and address of receiving party(ies):		
INDUSTRY THREAT	Name: Kareem Campbell		
Individual(s)  General Partnership  Limited Partnership	Internal Address: Street Address: 16561 Gemini Lane		
X Corporation-State CALIFORNIA	O'L - Limitestan Basah		
Other:	City: Huntington Beach State: CA Zip: 92647		
Additional name(s) of conveying Yes party(ies) attached?	X Individual(s) citizenship: United States  Association:		
Nature of Conveyance:	General Partnership:		
Assignment Merger	Limited Partnership:		
Security Agreement Change of Name	Corporation-State:		
X Other: Termination of Security Interest	Other:		
Execution Date: April 7, 2003	If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes X No		
Application Number(s) or Registration Number(s):			
A. Trademark Application No.(s):	B. Trademark Registration No.(s): 2,283,740		
Additional numbers attached?	Yes X No		
5. Name and address of party to whom correspondence 6. Total Number of applications and concerning document should be mailed: registrations involved:			
Name: Lynn M. Humphreys MORRISON & FOERSTER LLP	7. Total fee (37 CFR 3.41) \$ 40.00  Enclosed		
Internal Address: Atty Dkt: 488312400501	X Authorized to be charged to Deposit Account		
Street Address: 425 Market Street	Authorized to be charged to credit card  (Form 2038 enclosed)		
	8. Deposit account number: 03-1952  (Attach duplicate copy of this page if paying by deposit account)		
City: San Francisco State: CA Zip: 94105			
DO NOT USE THIS SPACE			
9. Statement and signature:  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.  **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.			
Lynn M. Humphreys	June 4, 2003 Date		
Name of Person Signing Signature )  Total number of pages including cover sheet, attachments, and document 5			

sf-1512645

## TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of April 7 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

- Termination of Security Interest. The Secured Party hereby terminates all of the Secured Party's security interest in the Trademarks.
- Revocation of Power of Attorney. The powers of attorney granted by Debtor to 2. 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

Name:

Title:

STATE OF California )	
) ss. COUNTY OF Los Angeles )	
On Airil 7 ,2.663 , before me, the	undersigned notary public in and for said County and
State, personally appeared Frank	MESSmann, personally
name(x) is/ate subscribed to the within instruction executed the same in his/htt/their authorized	of satisfactory evidence) to be the person(x) whose ument and acknowledged to me that he/ske/they d capacity(iex) and that, by his/her/their signature(x) /(hes) upon behalf of which the person(x) acted
WITNESS my hand and official seal.	
	mid hardle rullers
	My commission expires on 4 9 03



4.54

JUN 4 '03 5:17

## 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

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