

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hazleton Capital Limited Partnership		09/21/2005	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Sub-Urban Industries, Inc.
Street Address:	2222 East Washington Boulevard
Internal Address:	Suite B
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76507783	WHITEBOY
Serial Number:	76523980	
Serial Number:	76566399	YT
Serial Number:	76507784	WHITEBOY RECORDS
Serial Number:	76524161	WHITEBOY
Registration Number:	2833040	WHITEBOY
Serial Number:	76511641	WHITEBOY
Serial Number:	76527277	YT
Registration Number:	2985855	
Serial Number:	76538224	IT'S ALL WOOD
Serial Number:	76523979	
Serial Number:	76559174	PYT

CH \$315.00 76507783

CORRESPONDENCE DATA

Fax Number: (310)820-5988
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 207-3800
Email: dax_alvarez@bstz.com
Correspondent Name: Dax Alvarez
Address Line 1: 12400 Wilshire Boulevard
Address Line 2: Seventh Floor
Address Line 4: Los Angeles, CALIFORNIA 90025-1030

NAME OF SUBMITTER:	Dax Alvarez
Signature:	/dax alvarez/
Date:	09/28/2005
Total Attachments: 2 source=HCLPrelease1#page1.tif source=HCLPrelease2#page1.tif	

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

This TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made and entered into as of this 21 day of September, 2005 (the "Release Date") by and among HAZELTON CAPITAL LIMITED PARTNERSHIP ("Secured Party"), acting on its own behalf, and for the benefit of SUB-URBAN INDUSTRIES, INC., a California corporation ("Debtor"), and any subsidiaries and/or affiliates thereof.

RECITALS

A. In connection with that certain Security Agreement dated June 7, 2004 (the "Security Agreement") and related loan documents, Secured Party made a loan to and other financial arrangements with Debtor.

B. Pursuant to the Security Agreement, Debtor granted to Secured Party a security interest in all of Debtor's rights, title and interest, whether now owned or hereinafter owned or acquired, in and to (i) all of the marks used by Debtor in the conduct of its business including, without limitation, all marks listed and identified on Schedule A hereto (collectively the "Marks," whether trademarks or service marks); (ii) all licensees relating the use of the Marks, including, without limitation, all licenses described on Schedule A (collectively, "Licenses"); (iii) all good will associated with the Marks or with the use of each Mark licensed; (iv) all registrations, certificates of registration (and similar documents), and applications for registration of the Marks, whether issued or pending before the United States Patent and Trademark Office, the Secretary of State of the State of New York, a governmental body of any other state, commonwealth, district or territory of the United States, or a governmental body of any other country, whether issued to or filed by Debtor or to or by another and subsequently assigned to Debtor, including, without limitation, all registration, certificates of registration and applications for registration described on Schedule A, together with any renewals thereof (collectively, "Registrations") and (v) all proceeds of all of the foregoing in any form, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any of the Marks, and of any Marks licensed under any License, or for injury to the goodwill associated with the Marks, Registrations or Marks licensed under any License (collectively, Collateral).

C. By this Release instrument, Secured Party will evidence its termination and release of the foregoing security interest in the Collateral heretofore granted to Secured Party by Debtor.

RELEASE

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NOW, THEREFORE, in view of the above recitals, for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party terminates and releases said security interest as follows:

1. **RELEASE OF SECURITY INTEREST:** Effective as of the Release Date, Secured Party hereby irrevocably, fully, unconditionally and forever terminates, releases and discharges its entire security interest in and to the Collateral heretofore granted to Secured Party by Debtor pursuant to the Security Agreement and the related loan documents.

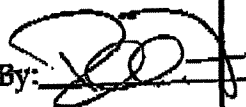
2. **WORDLWIDE SCOPE OF RELEASE:** By this Release, Secured Party intends to and hereby does, terminate, release and discharge any and all rights, titles and interest it holds or may hold, in any jurisdiction anywhere in the world, in the Collateral pursuant to the Security Agreement and the related loan documents.

3. **RECORDATION OF RELEASE:** The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world.

4. **COVENANT RE FURTHER ACTIONS:** Secured Party further agrees, at Debtor's expense, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effectuate the intent and purpose of this Release.

IN WITNESS WHEREOF, Secured Party has executed this Termination, Release and Discharge as of the date above set forth.

HAZELTON CAPITAL LIMITED PARTNERSHIP
("Secured Party")

By: 

ANDREW DeFrancesco President
Print Name, Title

JS