

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris N.A., as successor by merger with Harris Trust and Savings Bank, as collateral agent		06/14/2006	National Association:
RECEIVING PARTY DATA			
Name:	Mickelberry's, Inc.		
Street Address:	2890 Chancellor Drive		
Internal Address:	Suite 210		
City:	Crestview Hills		
State/Country:	KENTUCKY		
Postal Code:	41017		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1744683	MICKELBERRY'S	
Registration Number:	1781584	MICKELBERRY'S	
Registration Number:	522115	MICKELBERRY'S	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding, LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.015790		

CH \$90.00 1744683

NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	06/14/2006
Total Attachments: 3 source=Harris-Mickelberry-Trademark Release#page1.tif source=Harris-Mickelberry-Trademark Release#page2.tif source=Harris-Mickelberry-Trademark Release#page3.tif	

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated June 14, 2006 by HARRIS N.A. ("*Harris*"), as successor by merger with Harris Trust and Savings Bank, as collateral agent as hereinafter described, with its main office and mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (Harris acting as such collateral agent hereinafter referred to as the "*Collateral Agent*");

WITNESSETH:

WHEREAS, Mickelberry's, Inc., a Delaware corporation (the "*Debtor*") with its mailing address and principal place of business at 2890 Chancellor Drive, Suite 210, Crestview Hills, Kentucky 41017, granted to the Collateral Agent, acting as collateral agent for itself and certain other Secured Creditors identified and defined in that certain Trademark Collateral Agreement dated March 12, 2003 between the Debtor and the Collateral Agent which was recorded in the United States Patent and Trademark Office on March 19, 2003 at Reel 002694, Frame 0223 (the "*Agreement*"), pursuant to the Agreement, a security interest in and collateral assignment of the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, the Debtor has requested that the Collateral Agent release its security interests in the Trademark Property and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

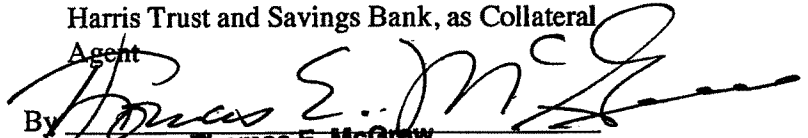
The Collateral Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Collateral Agent, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS N.A., as successor by merger with
Harris Trust and Savings Bank, as Collateral
Agent

By 
Name Thomas E. McGraw
Title Vice President

**SCHEDULE A
TO RELEASE AND REASSIGNMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MICKELBERRY'S (stylized)	US	74/173,605	6/5/91	1,744,683	1/5/93
MICKELBERRY'S	US	74/173,606	6/5/91	1,781,584	7/13/93
MICKELBERRY'S (stylized)	US	71/527,164	7/5/47	522,115	3/14/50