

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Huntington Capital, L.P. | | 06/21/2006 | LIMITED PARTNERSHIP: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Challenger One, LLC | | |
| Street Address: | 615 Allen Avenue | | |
| City: | Glendale | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91201 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78221931 | 77COLORS | |
| Registration Number: | 2806734 | 77COLORS | |
| Serial Number: | 78221906 | MYINKS.COM | |
| Registration Number: | 2817346 | MYINKS.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (818)559-5640 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (818) 296-3629 | | |
| Email: | alandver@challengerone.com | | |
| Correspondent Name: | Alina Landver | | |
| Address Line 1: | 615 Allen Avenue | | |
| Address Line 4: | Glendale, CALIFORNIA 91201 | | |
| ATTORNEY DOCKET NUMBER: | COLL REL FOR CHALLENGER | | |
| NAME OF SUBMITTER: | Alina Landver | | |

OP \$115.00 78221931

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|--|-----------------|
| Signature: | /Alina Landver/ |
| Date: | 06/26/2006 |
| Total Attachments: 3 source=Huntington Capital LP Consent - Deliverable-120729#page1.tif source=Huntington Capital LP Consent - Deliverable-120729#page2.tif source=Huntington Capital LP Consent - Deliverable-120729#page3.tif | |

ASSIGNMENT AND RELEASE OF INTEREST IN TRADEMARKS

THIS ASSIGNMENT AND RELEASE OF INTEREST IN TRADEMARKS (this "Assignment and Release") is made as of June 21, 2006, by Huntington Capital, L.P., a California limited partnership ("Assignor") to Challenger One, LLC, a California limited liability company ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor are parties to a Business Loan Agreement (the "Loan Agreement") pursuant to which Assignee assigned as security for such loan all of Assignee's interest in the Marks that are identified in Schedule A attached hereto and incorporated herein by this reference, including Assignee's interest in the registered trademarks identified in such Schedule A (collectively, the "Marks"); and

WHEREAS, in connection with the sale of certain assets, including, without limitation, the Marks, of Assignee to Imaging Solutions, Inc., a California corporation, Assignor has agreed to release its security interest in the Marks and execute such instruments as Assignee may reasonably request in order to more effectively reassign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of the Marks.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby fully and completely releases its entire interest in the Marks, and does transfer and assign to Assignee, free and clear of any lien or encumbrance created under the Loan Agreement or otherwise, and Assignee hereby accepts the release, transfer and assignment of Assignor's right, title and interest in, to and under the Marks, and all rights to sue for infringement of any Marks, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment and Release not been made.

Assignor represents that it has not granted any rights in and to the Marks to any third party, and that the Assignment and Release set forth herein has been duly authorized and approved.

Any license to use the Marks, express, implied, written, oral, or otherwise, between Assignee and Assignor is hereby terminated.

Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment and Release shall be governed by and construed in accordance with the laws of the State of California without regard to the principles of conflicts of law thereunder.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Assignor has caused its general partner to execute this Assignment and Release as of the date first written above.

HUNTINGTON CAPITAL, L.P.,
a California limited partnership

By: HFMC Inc., a California corporation
Its: General Partner

By: *Morgan L. Miller, Jr.*
Name: Morgan L. Miller, Jr.
Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Los Angeles

On June 21, 2006 before me, Alina Landver, Notary Public, personally appeared *Morgan L. Miller, Jr.*, 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Alina Landver
Signature (Seal)



[EXECUTION PAGE TO ASSIGNMENT AND
RELEASE OF INTEREST IN TRADEMARKS]

SCHEDULE A
MARKS

1. 77COLORS

Trademark registration number 2806734
Registration Date: 01/20/2004
Registrant: Challenger One, LLC.
Security Agreement to Huntington Capital, L.P.

2. MYINKS.COM

Trademark registration number 2817346
Registration date: 02/24/2004
Registrant: Challenger One, LLC.
Security Agreement to Huntington Capital, L.P.