

**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
COMERICA BANK as successor in merger with COMERICA BANK-TEXAS	FORMERLY NORTH PARK NATIONAL BANK OF DALLAS	05/23/2007	a banking corporation: MICHIGAN

**RECEIVING PARTY DATA**

Name:	RHYTHM BAND, INC.
Street Address:	1316 East Lancaster
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76113-2344
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1490130	ASPEN
Registration Number:	1498558	

**CORRESPONDENCE DATA**

Fax Number: (212)558-3357  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-558-7763  
 Email: fishermf@sullcrom.com  
 Correspondent Name: Melissa Fisher  
 Address Line 1: 125 Broad Street  
 Address Line 2: Sullivan & Cromwell LLP  
 Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Melissa Fisher
Signature:	/Melissa Fisher/

OP \$65.00 1490130

Date:

05/24/2007

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of May 23, 2007 is granted by Comerica Bank, as successor in merger with COMERICA BANK-TEXAS, having an office at 1300 NorthPark Center, P.O. Box 650282, Dallas, Texas 75265-0282 (f/k/a Northpark National Bank of Dallas and referred to herein as "Releasor"), in favor of RHYTHM BAND, INC., a Texas corporation with its chief executive office located at 1316 East Lancaster, Fort Worth, Texas 76113-2344 ("Releasee").

WHEREAS, pursuant to that certain Loan and Security Agreement by and between Releasee and Releasor, dated as of November 29, 1990 (the "Loan Agreement"), a security interest (the "Security Interest") was granted in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark and Trade Name Collateral Assignment, dated as of November 29, 1990, made by the Releasee in favor of the Releasor, (the "Collateral Assignment"), the Releasee by reference to the Loan Agreement, reaffirmed its intent to grant a Security Interest to the Releasee in certain trademarks and trade names, including the Trademark Collateral;

WHEREAS, the Security Interest was recorded in the United States Patent and Trademark Office on January 9, 1991, at Reel 0759 and Frame 0909;

WHEREAS, pursuant to that certain Release, dated November 26, 1996, recorded in the United States Patent and Trademark Office on January 21, 1997, at Reel 1546 and Frame 0908, the Releasee released the Security Interest in all trademarks and trade names, except the Trademark Collateral; and

WHEREAS, the Releasor now desires to terminate and release the Security Interest granted in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Loan Agreement and the Collateral Assignment, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Releasor hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Releasee's right, title and interest as of the date hereof in the trademarks listed on Schedule A hereto.

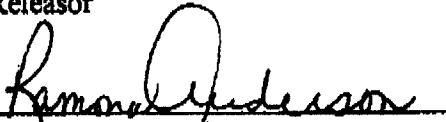
2. Release of Security Interest. The Releasor hereby terminates, releases and discharges the entirety of its Security Interest in the Trademark Collateral, and any right, title or interest the Releasor may have in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Releasor hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first written above.

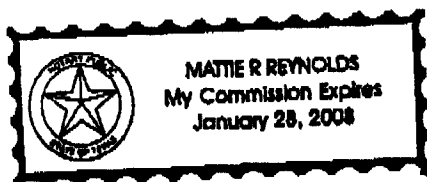
Comerica Bank, as successor in merger with  
COMERICA BANK-TEXAS,  
as Releasor

By:   
Name: Ramona Anderson  
Title: Assistant Vice President

[Termination and Release Signature Page]

STATE OF TEXAS )  
 ) SS.:  
COUNTY OF DALLAS )

On this 23rd day of May 2007, before me, Mattie R. Reynolds, the undersigned, a notary public in and for said state and county, personally appeared Ramona Anderson personally known to me, to be the individual who executed the foregoing instrument on behalf of Comerica Bank, as successor in merger with COMERICA BANK-TEXAS, a banking corporation, as the Assistant Vice President of such corporation and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.



Mattie R. Reynolds  
Notary Public

**Schedule A**

**United States Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>
ASPEN AND DESIGN	1,490,130
DESIGN ONLY	1,498,558

NY12528:275773.1