

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 |
| KBC Bank N.V., London Branch | | 09/30/2010 | commercial bank: BELGIUM |
| RECEIVING PARTY DATA | | | |
| Name: | Off Price Specialist Center | | |
| Street Address: | 16985 West Bluemound Road | | |
| Internal Address: | Suite 210 | | |
| City: | Brookfield | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53005 | | |
| Entity Type: | CORPORATION: NEVADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78893850 | OFF PRICE APPAREL | |
| Serial Number: | 75607857 | THE OFF-PRICE SPECIALIST SHOW | |
| Serial Number: | 75603252 | THE OFF-PRICE SPECIALIST SHOW | |
| Serial Number: | 75602298 | THE OFF-PRICE SPECIALIST SHOW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4149822889 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 414-982-2870 | | |
| Email: | mjlund@staffordlaw.com | | |
| Correspondent Name: | Michael J. Lund | | |
| Address Line 1: | 1200 North Mayfair Road | | |
| Address Line 2: | Suite 430 | | |
| Address Line 4: | Milwaukee, WISCONSIN 53226-3282 | | |
| NAME OF SUBMITTER: | Michael J. Lund | | |

OP \$115.00 78893850

| | |
|---|---------------------|
| Signature: | Michael J. Lund /s/ |
| Date: | 07/24/2012 |
| Total Attachments: 4 source=KBC Termination and release -- Off Price Specialist Show (00799784)#page1.tif source=KBC Termination and release -- Off Price Specialist Show (00799784)#page2.tif source=KBC Termination and release -- Off Price Specialist Show (00799784)#page3.tif source=KBC Termination and release -- Off Price Specialist Show (00799784)#page4.tif | |

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT, dated as of September 30, 2010 (this "Agreement"), is executed by and among Tarsus Group Limited and Tarsus Exhibitions & Publishing Limited (collectively, the "Borrowers") and KBC Bank N.V., London Branch (the "Lender") under that certain "Amendment and Restatement Agreement Relating to a Facility Agreement dated 21 December, 2007" dated as of September 25, 2008 as further amended and restated by a second amendment and restatement agreement dated January 28, 2009 (the "Credit Agreement") among the Borrowers and the Lender. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

RECITALS

WHEREAS, the Borrowers and the Lender are parties to the Credit Agreement pursuant to which the Lender has agreed to make and the Borrowers agreed to repay Revolving Loans to the Borrower in a principal amount equal to the aggregate of \$19,300,000 and €4,110,000 of which £12,344,099.77 and €4,100,000.00 is outstanding as of the date hereof, and

[Handwritten initials]

WHEREAS, to secure repayment by the Borrowers of the Obligations, certain of the Borrowers' Subsidiaries have entered into the Credit Agreement to become Original Guarantors or Additional Guarantors; and

WHEREAS, to further secure repayment by the Borrowers of the Obligations, the Borrowers and certain of their Subsidiaries executed in favor of the Lender, General Business Security Agreements dated September 19, 2007 between Lender and each of Tarsus Partners and its wholly owned subsidiaries, Tarsus Publishing, Inc., Tarsus Exhibitions, Inc., and Off-Price Specialists Center (collectively, the "U.S. Subsidiaries), UCC-1 Financing Statements; a Trademark Security Agreement dated September 19, 2007 by and between the Lender and Off-Price Specialists Center; a Stock Pledge Agreement in relation to shares in Medical Conferences International Inc. dated 7 March 2008 between the Bank and Tarsus Atlantic Limited; and a Stock Pledge Agreement in relation to shares in Tarsus US Holdings Incorporated dated 20 June 2008 made between the Bank and Tarsus Holdings Limited; and

WHEREAS, the Borrowers wish to repay to the Lender \$2,441.00 and €4,123,248.64 and as consideration in full for all principal, interest, fees and other amounts owing under the Credit £12,426,526.95 Agreement and the Finance Documents; and

[Handwritten initials]

WHEREAS, the Lender is willing to accept \$2,441.00 and €4,123,248.64 and from the £12,426,526.95 Borrowers as consideration in full for all principal, interest, fees and other amounts owing under the Credit Agreement and the Finance Documents (other than the Continuing Indemnity Obligations) and in consideration of the release by the Lender of its interests in the Transaction Security and its rights under the Credit Agreement and the Finance Documents upon the terms and subject to the conditions set forth herein.

[Handwritten initials]

NOW, THEREFORE, in consideration of the above Recitals, the Borrowers and the Lender hereby agree as follows:

- 1. Payment and Termination of Credit Agreement and other Credit Documents. The Lender hereby acknowledges receipt of \$2,441.00 and €4,123,248.64 and payment in full of all obligations under the Credit Agreement and the other £12,426,526.95 Finance Documents and the termination of the Credit Agreement, the other

[Handwritten initials]

Finance Documents (for purposes of this Agreement, such term includes, without limitation, the security agreements and all related documents, instruments and agreements); are hereby terminated; provided, however, that nothing contained herein shall have any effect on the Borrowers' obligation to reimburse the Lender with respect to indemnification under Clause No. 14.3 of the Credit Agreement (the "Continuing Indemnity Obligations") which shall survive the termination of the agreement in which they are contained (it being understood, however, that any such Continuing Indemnity Obligations shall not be secured by any security interests or liens created pursuant to the Credit Agreement or any of the other Finance Documents at any time after the conditions precedent set forth in Section 6 of this Agreement have been satisfied).

2. Termination of Security Agreement and Other Finance Documents.

(a) The security agreements and other Finance Documents, and all documents, instruments and agreements related thereto are hereby terminated and the Borrowers and their Subsidiaries, respectively, are each hereby released therefrom, and the Lender releases, assigns, transfers and delivers to the Borrowers and their Subsidiaries, respectively, without recourse and without representation or warranty, all of their right, title and interest in the Transaction Security .

(b) From time to time, upon request by the Borrowers, or their Subsidiaries, respectively, the Lender shall, without further consideration other than reimbursement for any costs and expenses, execute, deliver and acknowledge all such further documents, agreements, certificates and instruments and do such further acts as the Borrowers or their Subsidiaries may reasonably require to more effectively evidence or effectuate the transactions contemplated by this Agreement, including, but not limited to, this release, termination and discharge of all security interests and all other rights and interests that the Lender has or may have had in the Transaction Security. Without limiting the generality of the foregoing, (i) the Lender hereby authorizes the Borrowers to file any Uniform Commercial Code ("UCC") Financing Statement amendments or termination statements necessary to evidence the termination of any UCC Financing Statements naming the Lender or its agent as Secured Party and the Borrowers or any of their Subsidiaries as Debtor and (ii) the Lender agrees to execute and deliver to the Borrowers or their Subsidiaries all such further documents, agreements, certificates and instruments and do such further acts as the Borrowers or their Subsidiaries may reasonably require to more effectively evidence or effectuate the transactions contemplated by this Agreement, including, but not limited to, this release, termination and discharge of all security interests and all other rights and interests that the Lender has or may have had in the Transaction Security.

(c) The Borrowers shall promptly on demand and on a full indemnity basis pay to the Lender the amount of all costs and expenses (including legal fees and all out-of-pocket expenses and any VAT on such costs and expenses) which are incurred by the Lender in connection with the negotiation, preparation, execution and delivery of this Termination and Release Agreement.

3. Further Assurances. The Borrowers shall fully cooperate with the Lender and perform all additional acts reasonably requested by the Lender to effect the purposes of this Agreement.

4. Revival and Reinstatement of Obligations. If the incurrence or payment of the Obligations by the Borrowers should for any reason subsequently be declared to be void or voidable under any United States state or federal law relating to creditors' rights, including provisions of the United States Bankruptcy Code relating to fraudulent conveyances, preferences,

or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if the Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of the Lender, the Obligations shall automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

5. Miscellaneous. This Agreement may not be amended, modified or waived except in writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

6. Effectiveness. This Agreement and the releases and lien terminations effected hereby shall become effective upon the satisfaction of each of the following conditions: (a) the Borrowers and the Lender shall have executed and delivered a counterpart hereof (including by way of facsimile transmission, or PDF file); and (b) the Lender shall have received the payment of the amounts referred to in Section 1 hereof.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

BORROWERS:

TARSUS GROUP LIMITED

By: _____
Name: _____
Title: _____

TARSUS EXHIBITIONS AND PUBLISHING LIMITED

By: /s/ _____
Name: _____
Title: _____

LENDER:

KBC BANK N.V., LONDON BRANCH

By: /s/ [Signature]
Name: Phil Lewis
Title: Head of Credit Risk Management

[Signature]
A. J. Sumner
Documentation Officer

or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if the Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of the Lender, the Obligations shall automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

5. Miscellaneous. This Agreement may not be amended, modified or waived except in writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

BORROWERS:

TARSUS GROUP LIMITED
By: AS MILTON
Name: ASHLEY MILTON
Title: DIRECTOR

TARSUS EXHIBITIONS AND PUBLISHING LIMITED
By: /s/ AS MILTON
Name: ASHLEY MILTON
Title: DIRECTOR

LENDER:

KBC BANK N.V., LONDON BRANCH
By: /s/ _____
Name: _____
Title: _____