



## RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 1<sup>st</sup> day of ~~April~~<sup>May</sup> 2002 by WELLS FARGO BUSINESS CREDIT, INC. ("Wells Fargo").

### WITNESSETH:

**WHEREAS**, Wells Fargo and Asher Candy Acquisition Corporation, a Wyoming corporation ("Debtor"), are parties to a certain Credit and Security Agreement dated as of June 1, 2001 as it may be amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement") setting forth the terms upon which Wells Fargo made certain Advances and other financial accommodations (the "Obligations") to Debtor. As partial security for Debtor's Obligations, Debtor has executed a certain Trademark Security Agreement (the "Trademark Security Agreement") dated as of June 1, 2001, pursuant to which Debtor granted a security interest in and to the Trademarks; and

**WHEREAS**, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on June 7, 2001 at Reel 2326 beginning at Frame 0968; and

**WHEREAS**, the Obligations have been fully satisfied and, therefore, Debtor has requested that Wells Fargo release its security interest in all of the Trademarks and reassign the same to Debtor.

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

1. Wells Fargo hereby irrevocably releases and terminates its security interest in all of Debtor's right, title and interest in and to all of its now owned or existing Trademarks including, without limitation, all trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks, service mark applications and collective membership marks including, without limitation, the marks listed on Exhibit A, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements and dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill associated therewith, and (e) all other rights corresponding thereto throughout the world.

2. Wells Fargo hereby reassigns, grants and conveys to Debtor, without any representation, recourse or undertaking by Wells Fargo, all of Wells Fargo's rights, title and interest, in, to and under the Trademarks.



Exhibit A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Asher	1856869	10/4/94
Tiger Tails	1766099	4/20/93
Gourmet Canes	1771711	5/18/93
Columbia Sportswear Company (Asher with design)	1975556	5/28/96